

DATED

18TH DECEMBER

2019

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

JOHN HENRY COLEGRAVE

-and-

PATRICIA JOAN COLEGRAVE & JOHN HENRY COLEGRAVE

-and-

GALLAGHER ESTATES LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT

**under section 106 of the Town and Country Planning Act 1990 (as amended) and section 111 of the
Local Government Act 1972 and section 1 of the Localism Act 2011**

**relating to land to the east of Bloxham Road (A361) and south of Salt Way, Bodicote, Banbury,
Oxfordshire**

**VOLUME 2
Appendices**

Nick Graham
Director Law and Governance
Bodicote House
Bodicote
Banbury
Oxfordshire
OX15 4AA



Cherwell
DISTRICT COUNCIL
NORTH OXFORDSHIRE

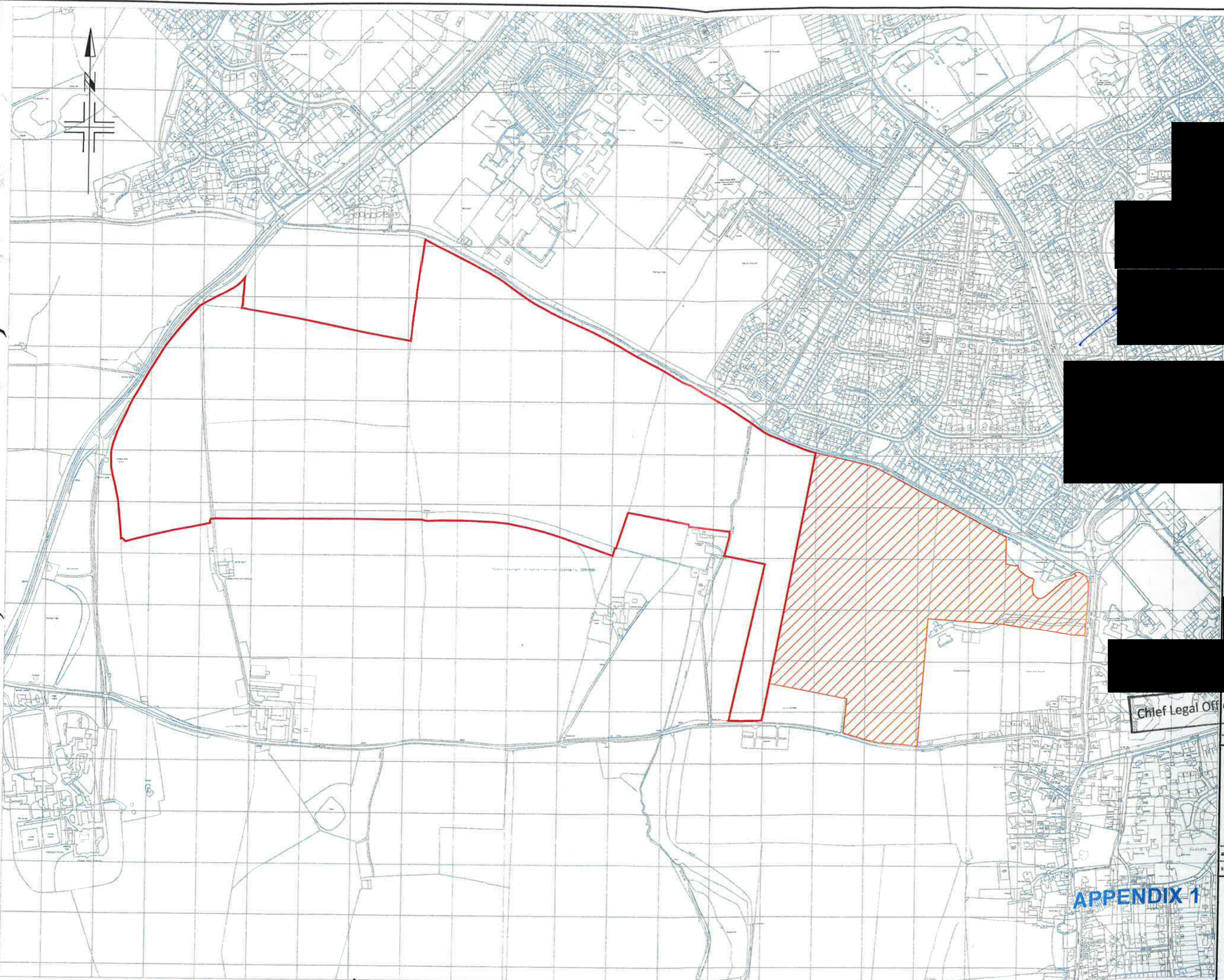
APPENDICES INDEX

1.	Adjacent Site Plan	OCC (ref 8686-019)
2.	Bond	OCC
3.	Site Plan	CDC & OCC
4.	Spine Road Plan	OCC
5.	General Deed of Covenant	OCC
6.	Warranties for CDC	CDC
7.	Pavilion Specification	CDC
8.	Community Facility Specification	CDC
9.	Allotments Specification	CDC
10.	Plan showing Permissive Bridleway route	CDC
11.	Primary School Boundaries Plan	OCC (ref 8686-015)
12.	Primary School Plan	OCC (ref 8686-014)
13.	Warranties for OCC	OCC
14.	Transfer of School Site TP1	OCC
15.	Secondary School Boundaries Plan	OCC (ref 8686-016)
16.	Secondary School Plan	OCC (ref 8686-018A)
17.	S278 Agreement	OCC
18.	S38 Agreement	OCC
19.	Link Road Plan	OCC
20.	Link road Spec	OCC
21.	Works plans	OCC WPF-HYD-XX-XX-DR-D-0001-P2 and WPF-HYD-XX-XX-DR-D-0002-P2 WPF-HYD-XX-XX-DR-D-0003-P2
22.	School Site Deed of Covenant	OCC
23.	Option Land Transfer Plan	OCC - (ref 8686-017)
24.	Option Notice	OCC

Chief Legal Officer/Designated Officer

© All rights reserved. This drawing is to be taken from the drawing. Do not make any alterations without the consent of the Company. The drawing is a copyright and shall not be reproduced or used in any form except by written permission. (Scale 1:1000) (Drawing No. 8886-019) (Revision A)

- Site Boundary
- ▨ Adjacent Site



Chief Legal Officer/Designated Officer

28-06-2019 Site boundary amended

PROJECT: BAN17 - Wykham Park farm

TITLE: S106 - Adjacent Site

SCALE: NTS DATE: 04/10/2018 DRAWN: SC

STATUS: DRAWING No.: 8886-019 REVISION: A

APPENDIX 1

GALLAGHER ESTATES | Part of the L&Q Group

Gallagher House, Gallagher Way, Warwick CV34 6AF
e: mail@gallagherestates.com
w: www.gallagherestates.com
t: 01926 333333

DATED _____ **20[]**

THE OXFORDSHIRE COUNTY COUNCIL

- and -

...

- and -

...

BOND

relating to land at Wykham Park Farm
Banbury, Oxfordshire

Nick Graham
Director of Law & Governance and Monitoring Officer
County Solicitor
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS BOND is dated the day of 20[]

made **BETWEEN**:-

(1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road
Oxford ("the Council")

(2) [*to be inserted*¹] (company number) whose
registered office is at ("the Owner")

(3) (company number) whose
registered office is at ("the Surety")

WHEREAS by [deed of covenant ("the Deed of Covenant") further to] an Agreement ("the Agreement") dated the day of and made between Cherwell District Council (1) Oxfordshire County Council (2) John Henry Colegrave (3) Patricia Joan Colegrave and John Henry Colegrave (4) Gallagher Estates Limited (5) the Owner is under obligation to make payments to the Council as set out in the Agreement including sums totalling Twelve Million Two hundred and Three Thousand Seven Hundred and Ninety Eight pounds (£12,203,798) Index Linked described in the Agreement as the Bus Infrastructure Contribution, the Bus Service Contribution, the Primary School Contribution, the Rights of Way Contribution, the Secondary Education Contribution, the Special Educational Needs Contribution, the Strategic Highway Contribution and the Travel Plan Monitoring Contribution ("the County Contributions")

NOW THIS DEED WITNESETH AS FOLLOWS

1. In this Deed the following expressions shall have the following meanings:
 - (a) "the Bonded Sum" shall mean the sum of Eight million pounds (£8,000,00.00) subject as provided in clause 7

¹ The Owner is likely to be Gallagher Estates/L&Q Estates as developer and owner of the development site at the time the bond is entered into.

(b) "Cash Deposit" shall mean the deposit of the Bonded Sum adjusted in accordance with clause 7 by the Owner with the County Council as security for the instead of the Bond or Replacement Bond in substantially the same form as the Cash Deposit attached to this Bond at Annex 1

(c) "Expiry Date" shall mean the earlier of:

- (i) the date being 5 years from the date of this Bond; and
- (ii) the date on which the Cash Deposit is provided to the Council by the Owner (if applicable);
- (iii) the date on which a Replacement Bond is provided and becomes effective.

(d) "Replacement Bond" shall mean a bond:

- (i) for the Bonded Sum adjusted in accordance with clause 7;
- (ii) in substantially the same form as this Bond;
- (iii) from a reputable financial institution approved by the Council acting reasonably; and
- (iv) to take effect no later than the expiry of this Bond and which is valid for at least two years

2. The Owner and the Surety are jointly and severally bound to the Council for the Bonded Sum
3. The Council may prior to the expiry of this Bond call for the Surety to make payment if the Owner shall fail to pay any part of the County Contributions due under the terms of the Agreement
4. Any claim hereunder shall be accompanied by a statement signed by the Solicitor to the Council that the amount claimed represents the amount

payable in respect of all or any part of the outstanding County Contributions

5. The Surety shall within 14 days after service of any claim pay the Council the sum specified in such claim and shall not be entitled to delay or withhold payment for any reason notwithstanding any objection by the Owner or any other party provided always that the maximum aggregate liability of the Surety does not exceed the Bonded Sum
6. The Council may make as many separate claims under this Bond as it considers appropriate provided that they shall not exceed in aggregate the Bonded Sum
7. Whenever any payment (constituting the entirety of a County Contribution or where this is provided for in the Agreement the entirety of an instalment towards a County Contribution and including any interest payable) is made to the Council after the date of this Bond in respect of the County Contributions the Bonded Sum shall be reduced on written notice from the Council to such sum as the Council (acting reasonably and taking into account index linking and the trigger dates for payment of the instalments of the County Contributions) then estimates to be outstanding in respect of the County Contributions (being the amount of the County Contributions remaining to be paid adjusted for index linking and including reasonable allowance for future index linking) plus any outstanding interest on account of late payment and all such reductions shall be notified in writing by the Council to the Owner and the Surety within 3 months of the relevant payment
8. Without prejudice to the generality of clause 5 the obligations of the Surety under this Bond shall not be affected by any act, omission or matter which might (but for this clause) operate to release or discharge such obligations in whole or in part, including without limitation:

- 8.1 any time or waiver or accommodation or credit granted to the Owner or the Surety or any abstention from enforcing the Council's rights against the Owner or the Surety;
 - 8.2 any variation of or amendment to the Agreement (and references to the Agreement in this Bond shall be references to the Agreement as so varied or amended from time to time);
 - 8.3 any obligation on the part of the Owner being void;
 - 8.4 the bankruptcy, liquidation or insolvency of the Owner or the presentation of a petition for the making of an administration order in respect of the Owner or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Owner;
 - 8.5 any thing or matter that would or might have discharged or affected any liability if the Surety's obligation under this Bond had been secondary rather than primary
9. This deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act
 10. This Bond shall be valid from the date hereof and will remain valid until 5.00 pm on the Expiry Date when it will expire and cease to be of effect whether returned to the Surety for cancellation or not unless a prior claim has been received by the Surety
 11. The Council may prior to the expiry of this Bond call for the Surety to make payment of the Bonded Sum in the event that by the date which is 12 months before the expiry of this Bond (i) no Replacement Bond has been supplied to the Council; or (ii) no Cash Deposit has been supplied to the Council

12. This Bond shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Bond

THIS BOND has been executed as a Deed and is delivered the day and year first before written

THE COMMON SEAL of **THE**
OXFORDSHIRE COUNTY COUNCIL }
was affixed hereto in the presence of:-

Chief Legal Officer/
Designated Officer

THE COMMON SEAL of }
was hereunto affixed in the presence of:-

Director
Secretary

THE COMMON SEAL of }
was hereunto affixed in the presence of:-

EXECUTED and **DELIVERED** as a }
DEED by
acting by its duly authorised attorney }
in the presence of:-

ANNEX 1
Draft Cash Deposit Agreement

DATED _____ **20[]**

...

- and -

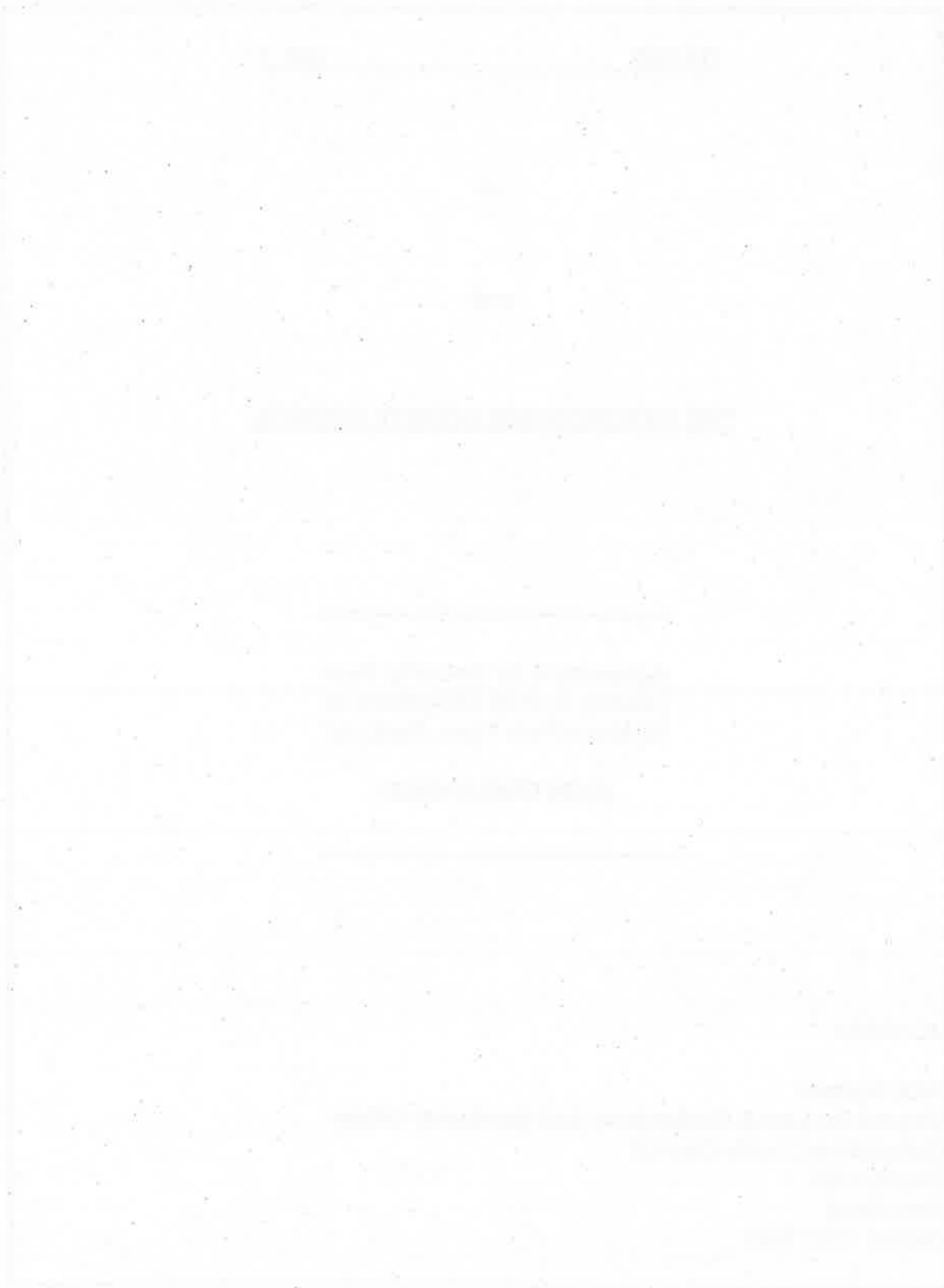
THE OXFORDSHIRE COUNTY COUNCIL

Agreement for Security Sum
relating to s106 Obligations at
Wykham Park Farm, Banbury,

(CONTRIBUTIONS)

JC/49564

Nick Graham
Director for Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND



ANNEX 1
Draft Cash Deposit Agreement

THIS AGREEMENT dated the _____ day of _____ 20[]

MADE BETWEEN

(1) [_____] (Company number [_____]) whose registered offices are situate at [_____] ("the Owner")

(2) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford ("the Council") in the sum of [_____]

Preliminary and Definitions

1. By an Agreement ("**the Agreement**") dated the _____ day of [_____] 2019 between Cherwell District Council (1) Oxfordshire County Council (2) John Henry Colegrave (3) Patricia Joan Colegrave and John Henry Colegrave (4) Gallagher Estates Limited (5) the Owner is under obligation to make payments to the Council as set out in the Agreement including sums totalling Twelve Million Two hundred and Three Thousand Seven Hundred and Ninety Eight pounds (£12,203,798) Index Linked described in the Agreement as the Bus Infrastructure Contribution, the Bus Service Contribution, the Primary School Contribution, the Rights of Way Contribution, the Secondary Education Contribution, the Special Educational Needs Contribution, the Strategic Highway Contribution and the Travel Plan Monitoring Contribution ("**the County Contributions**") and payable in connection with development on land at Wykham Park Farm in the County of Oxfordshire

"**The Security Sum**" means the sum of [insert sum to be secured having regard to clause 7 of the Bond (and which for the avoidance of doubt shall be no more than Eight million pounds (£8,000,00.00))] subject as provided in clause 4

"**Default**" means any failure to pay any part of the County Contributions due under any the terms of the Agreement

2. In this deed Owner signifies [] and does not include successors in title.

NOW THIS DEED WITNESSETH as follows:-

1. The Owner shall on completion of this Deed deposit the Security Sum with the Council to guarantee that it shall pay the County Contributions to the County Council under the terms of the Agreement
2. In the event of any Default the Council may (but shall not be obliged to) defray the established and ascertained damages sustained by the Council (or part of them) from the Security Sum
3. The Council shall give written notice to the Owner within 14 days following each and every withdrawal from the Security Sum specifying the amount of the withdrawal, the date of the withdrawal and the invoice or liability to which the withdrawal relates
4. Whenever any payment is made to the Council after the date of this Deed in respect of the County Contributions the Security Sum shall be reduced on written notice from the Council to such sum as the Council acting reasonably and taking into account index linking and the trigger dates for payment of the instalments of the County Contributions then estimates to be outstanding in respect of the County Contributions (being the amount of the County Contributions remaining to be paid adjusted for index linking and including reasonable allowance for future index linking) plus any outstanding interest on account of late payment and all such reductions shall be notified in writing by the Council to the Owner within 3 months of the relevant payment
5. At any time following the payment of the final payment of the County Contributions due under the terms of the Agreement (whichever payment is the latest) the Owner may give notice to the Council requiring the return of the Security Sum and the Council shall within 28 days of receipt of such notice repay to the Owner or as the Owner may direct the balance

ANNEX 1
Draft Cash Deposit Agreement

(if any) of the Security Sum which has not been withdrawn by the Council in accordance with the terms of this Deed less:

- 5.1 deduction of any tax required to be deducted and any other sum required to be deducted by law; and
 - 5.2 such sum as the Council (acting reasonably) assesses is required in respect of costs and expenses incurred by the Council in consequence of any Default which has not previously been withdrawn from the Security Sum and where applicable the costs and expenses which may be incurred by the Council in consequence of any outstanding Default
6. The entitlement of the Council under this Deed shall not be affected by any act, omission or matter which might (but for this clause) operate to affect such entitlement of the Council including without limitation:
- 6.1 any time or waiver or accommodation or credit granted to the Owner or any abstention from enforcing the Council's rights against the Owner;
 - 6.2 any variation of or amendment to the Agreement (and references to the Agreement in this Deed shall be references to the Agreement as so varied or amended from time to time) save where such variation or amendment relates to the County Contributions;
 - 6.3 any obligation (other than an obligation to pay the County Contributions) on the part of the Owner being void;
 - 6.4 the bankruptcy, liquidation or insolvency of the Owner or the presentation of a petition for the making of an administration order in respect of the Owner or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Owner;

7. This Deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act
8. This Deed shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Deed.

THIS DEED has been executed as a deed and is delivered the day and year first before written

THE COMMON SEAL of **OXFORDSHIRE COUNTY COUNCIL** was hereunto affixed in the presence of:-

Director for Law and Governance/
Designated Officer

THE COMMON SEAL of
[]
[]

was hereunto affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of
[]
[]

was hereunto affixed in the presence of:-

Director

Secretary

Only approved drawings are to be taken from this drawing. Do not scale. Any reproduction must be approved by the Company before proceeding. The location of buildings and features is for guidance only. No guarantee is given as to its accuracy. This drawing is copyright and shall not be reproduced, used or in any form, without written permission. Crown Copyright. All rights reserved. Licence number 10001943 and 10002173.

— Site Boundary



[Redacted signature area]

Chief Legal Officer/Designated Officer

REV	DATE	DESCRIPTION
A	25-06-2019	Site boundary amended
PROJECT-		
BAN17 - Wykham Park farm		
TITLE-		
S106 - Site		
SCALE-	DATE-	DRAWN-
1:2500 @ A1	dd-mm-yyyy	SC
STATUS-	DRAWING No-	REVISION-
	3307 020	A

APPENDIX 3

GALLAGHER ESTATES | Part of the L&Q Group

Gallagher House, Gallagher Way, Warwick CV34 6AF
e: mail@gallagherestates.com
w: www.gallagherestates.com
t: 01926 339339

Any signed Appendices are to be taken from this drawing. Do not scale. Any discrepancies must be reported to the Company before proceeding. This drawing is preliminary and subject to change without notice. The drawings are prepared for use in any form except by written permission. © 2019 Gallagher Estates. All rights reserved. License number 10000000 and 10000001.

- Site Boundary
- Spine Road

Chief Legal Officer/Designated Officer

APPENDIX 4

REV	DATE	DESCRIPTION
A	25-06-2019	Site boundary amended
PROJECT-		
BAN17 - Wykham Park farm		
TITLE-		
S106 - Spine Road		
SCALE-	DATE-	DRAWN-
NTS	04/10/2018	SC
STATUS-	DRAWING No-	REVISION-
	6686-021	A

GALLAGHER ESTATES

Part of the L&Q Group

Gallagher House, Gallagher Way, Warwick CV34 6AF
e: mail@gallagherestates.com
w: www.gallagherestates.com
t: 01926 339339

DATED _____ **20[]**

- and -

CHERWELL DISTRICT COUNCIL

- and -

THE OXFORDSHIRE COUNTY COUNCIL

DRAFT

DEED OF COVENANT

JC/49564

Nick Graham
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED OF COVENANT is made the day of 20[]

BETWEEN

- (1) [] ("the Buyer")
- (2) **THE OXFORDSHIRE COUNTY COUNCIL** ("the County Council")
- (3) **CHERWELL DISTRICT COUNCIL** ("the District Council")

1. Interpretation

In this Deed

- 1.1. "the Agreement" means an agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and all other enabling powers dated [] and made between [] relating to the Site
- 1.2. "the Buyer" means []
- 1.3. "the County Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions and any duly appointed employee or agent of the County Council or such successor
- 1.4. "the County Obligations" means those covenants agreements conditions and other commitments on the part of the Owner referred to in clause [5.2-5.3] of the Agreement and given to the County Council pursuant to the Agreement (except those which have been performed)
- 1.5. "the District Council" means the said Cherwell District Council of Bodicote House, Bodicote, OX15 4AA and any successor to its statutory functions and any duly appointed employee or agent of the Council or such successor
- 1.6. "the District Obligations" means those covenants agreements conditions and other commitments on the part of the Owner referred to in clause [5.1] of the Agreement and given to the District Council pursuant to the Agreement (except those which have been performed)

1.7. "the Site" has the meaning assigned to it in the Agreement

1.8. "the Transferred Land" means that part of the Site shown edged red on the plan annexed to this Deed

1.9. Words and expressions defined in the Agreement shall bear the same meaning in this Deed and the provisions as to interpretation contained in the Agreement shall apply

2. **Background**

This Deed is supplemental to the Agreement and to a transfer of the Transferred Land (being a substantial part of the Site) dated [] made between (1) [] (2) the Buyers

3. **Covenants with the District Council**

The Buyer (*joint and several covenants if more than one person*) covenants with the District Council that it will at all times from the date of the Deed observe and perform the District Obligations

4. **Covenants with the County Council**

The Buyer (*joint and several covenants if more than one person*) covenants with the County Council that it will at all times from the date of the Deed observe and perform the County Obligations

5. The provisions of clauses [11 (Waiver), and 17 (Jurisdiction)] of the Agreement apply to this Deed as if they were set out in full in this Deed and any references therein to "this Agreement" or similar were references to this Deed and any references to 'the Owners' were references to the Buyer

IN WITNESS whereof the Buyer has executed this Deed as a deed the day and year first before written

[EXECUTION]

DATED

CONTRACTOR'S COLLATERAL WARRANTY

relating to a project at

[SHORT DESCRIPTION OF PROPERTY OR WORKS]

between

[CONTRACTOR]

and

CHERWELL DISTRICT COUNCIL

CONTENTS

CLAUSE

PARTIES	1
BACKGROUND	1
AGREED TERMS	1
1. Interpretation	1
2. Comply with Building Contract	3
3. No instructions to Contractor by Beneficiary	4
4. Copyright	4
5. Professional indemnity insurance	5
6. Liability period	6
7. Assignment	6
8. Notices	6
9. Third party rights	7
10. Governing law and jurisdiction	7

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**).
- (2) CHERWELL DISTRICT COUNCIL of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA (**Beneficiary**).

BACKGROUND

- (A) The Employer has engaged the Contractor to carry out [design and] construction work.
- (B) The Beneficiary has [entered into an agreement with the Employer for work on new pavilion/sports pitches/community facility] and has an interest in the [design and]¹ construction work.
- (C) The Employer requires the Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Contractor has agreed to enter into this agreement with the Employer and the Beneficiary for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £1 to the Contractor and the Employer as consideration under this agreement, receipt of which is hereby acknowledged.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Building Contract: an agreement in writing dated _____ between the Employer and the Contractor.

Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulations (305/2011/EU),

¹ If the Building Contract is a design and build contract the square brackets at recitals (A), (B), clauses 1.1 and 2.1 can be removed.

the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).

Deleterious: materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Product Regulations.

Employer: [NAME] whose registered office is at []

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Works.

Property: [DESCRIPTION OF PROPERTY].

Works: the [design,] construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Where the words **include(s)**, **including** or in **particular** are used in this agreement, they are deemed to have the words "without limitation" following them.

2. COMPLY WITH BUILDING CONTRACT

- 2.1 The Contractor warrants to the Beneficiary that:
 - (a) it has complied, and shall continue to comply, with its obligations under the Building Contract, including its obligations to:
 - (i) carry out and complete the Works properly;
 - (ii) use workmanship and materials of the quality and standard specified in the Building Contract; and
 - (iii) if appointed as such, carry out and fulfil, in all respects, the duties of a Principal Contractor under the CDM Regulations;
 - (b) [without affecting clause 2.1(a), and to the extent that it takes responsibility for the same under the Building Contract, it:
 - (i) has designed, or will design, the Works; and

(ii) has selected, or will select, goods, materials, plant and equipment for incorporation in the Works,

with all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Works; and]

(c) it [has used all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Works to OR has not and will] not specify or use any products or materials in the Works, which, at the time of specification [or use], are Deleterious.

2.2 In proceedings for breach of this clause 2, the Contractor may:

- (a) rely on any limit of liability or other term of the Building Contract; and
- (b) raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint employer, with the Employer, under the Building Contract (for this purpose not taking into account any set-off or counterclaim against the actual employer under the Building Contract).

2.3 The Contractor's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Property; or
 - (ii) the Works; or
 - (iii) any designs or specifications for the Property or the Works; or
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Employer.

2.4 This agreement shall not negate or diminish any duty or liability otherwise owed to the Beneficiary by the Contractor.

3. NO INSTRUCTIONS TO CONTRACTOR BY BENEFICIARY

3.1 The Beneficiary may not give instructions to the Contractor under this agreement.

4. COPYRIGHT

4.1 The Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of

any Material prepared by, or on behalf of, the Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

- 4.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Works, but not to reproduce the designs contained in the Material in any such extension.
- 4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Contractor.
- 4.4 The Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 4.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Contractor. On the Beneficiary's payment of the Contractor's reasonable charges for providing the copy (or copies), the Contractor shall provide the copy (or copies) to the Beneficiary.

5. PROFESSIONAL INDEMNITY INSURANCE

5.1 The Contractor shall maintain professional indemnity insurance for an amount of at least £[SUM under building contract] [for any one occurrence, or series of occurrences, arising out of any one event OR in the annual aggregate] for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Works or if later the date of making good of defects identified as a result of the process of practical completion of the Works, provided that such insurance is available at commercially reasonable rates and terms. The Contractor shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the UK or EU;
 - (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
 - (c) on terms that:
 - (i) do not require the Contractor to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.
- 5.2 Any increased or additional premium required by insurers because of the Contractor's claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.
- 5.3 The Contractor shall not, without the Beneficiary's written consent:

- (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Contractor; or
 - (b) by any act or omission lose or affect the Contractor's right to make, or proceed with, that claim against the insurers.
- 5.4 The Contractor shall immediately inform the Beneficiary if the Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Contractor regarding the Works and the Property, without that insurance.
- 5.5 Whenever the Beneficiary reasonably requests, the Contractor shall send the Beneficiary evidence that the Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Contractor's insurers or brokers confirming:
- (a) the Contractor's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.

6. LIABILITY PERIOD

- 6.1 The Beneficiary may not commence any legal action against the Contractor under this agreement after 12 years from the date of practical completion of the Works or if later the date of making good of defects identified as a result of the process of practical completion of all of the Works.

7. ASSIGNMENT

- 7.1 The Beneficiary may assign the benefit of this agreement on two occasions to any person with an interest in the Works.
- 7.2 The Beneficiary shall notify the Contractor and the Employer of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
- 7.3 The Contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

8. NOTICES

- 8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice, as set out below:
- (a) [CONTRACTOR]: [CONTACT] [ADDRESS]

(b) [BENEFICIARY]: [CONTACT] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 A notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. THIRD PARTY RIGHTS

9.1 A person who is not a party to this agreement shall not have any rights under or in connection with it.

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by two directors **OR** a director and its secretary

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by a director in the presence of

.....
[SIGNATURE OF DIRECTOR]
Director

Witness signature

Witness name
BLOCK CAPS

Address

Occupation

Executed as a deed by affixing the Common Seal of **CHERWELL DISTRICT COUNCIL** in the presence of:

Authorised Signatory

DATED

CONSULTANT'S COLLATERAL WARRANTY

relating to a project at

[SHORT DESCRIPTION OF PROPERTY OR WORKS]

between

[CONSULTANT]

and

CHERWELL DISTRICT COUNCIL

CONTENTS

CLAUSE

PARTIES	1
BACKGROUND	1
AGREED TERMS	1
1. INTERPRETATION.....	1
2. COMPLY WITH PROFESSIONAL APPOINTMENT.....	4
3. NO INSTRUCTIONS TO CONSULTANT BY BENEFICIARY	6
4. COPYRIGHT.....	6
5. PROFESSIONAL INDEMNITY INSURANCE	7
6. LIABILITY PERIOD.....	8
7. ASSIGNMENT	8
8. NOTICES.....	9
9. THIRD PARTY RIGHTS.....	9
10. GOVERNING LAW AND JURISDICTION	9

THIS AGREEMENT is dated 20

PARTIES

- (1) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Consultant**).
- (2) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA (**Beneficiary**).

BACKGROUND

- (A) The Client has engaged the Consultant to perform the Services in relation to the Project.
- (B) The Client has [entered into an agreement with the Beneficiary for work on new pavilion/community facility/sports pitches] and, as a result of that interest, requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- (C) The Consultant has agreed to enter into this agreement with the Client and the Beneficiary, for the benefit of the Beneficiary.
- (D) The Beneficiary has paid £1 to the Consultant and the Client as consideration under this agreement, receipt of which is hereby acknowledged.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51) and the related Approved Code of Practice issued by the Health and Safety Commission.

Client: [NAME] whose registered office is at [].

Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulations (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).

Deleterious: materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.

Professional Appointment: an agreement in writing dated [DATE] between the Consultant and the Client

Programme: the programme, as defined in the Professional Appointment.

Project: [DESCRIPTION OF PROJECT].

Property: [DESCRIPTION OF PROPERTY].

Required Standard: all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services on works similar in scope and character to the Project.

Services: The services referred to in the Professional Appointment, performed by or on behalf of the Consultant under the Professional Appointment.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.

2. COMPLY WITH PROFESSIONAL APPOINTMENT

2.1 The Consultant warrants to the Beneficiary that:

2.1.1 it has complied, and shall continue to comply, with its obligations under the Professional Appointment, including its obligations to:

- (a) carry out and fulfil, in all respects, the duties of a designer [and Principal Designer]¹ under the CDM Regulations;
- (b) not, without the Client's written consent, make any material change to the designs or specifications for the Project after they have been settled or approved; and
- (c) act fairly and impartially when exercising its power to issue certificates and award extensions of time under any building contract relating to the Project.
- (d) it has exercised and shall continue to exercise the Required Standard:
 - (i) when performing the Services;

- (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use;
- (iii) to comply with (and ensure the completed Project complies with) any:
 - (A) Act of Parliament;
 - (B) instrument, rule or order made under any Act of Parliament;
 - (C) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected; and
 - (D) to ensure that the Project complies with all planning agreements, permissions and conditions; and
- (iv) to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project.

2.2 In proceedings for breach of this clause 2, the Consultant may:

2.2.1 rely on any limit of liability or other term of the Professional Appointment; and

2.2.2 raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Client, under the Professional Appointment (for this purpose not taking into account any set-off or counterclaim against the actual client under the Professional Appointment).

¹ This wording will not apply unless the Consultant is appointed as the Principal Designer.

2.3 The Consultant's duties or liabilities under this agreement shall not be negated or diminished by:

2.3.1 any approval or inspection of:

- (a) the Property; or
- (b) the Project; or
- (c) any designs or specifications for the Property or the Project; or

2.3.2 any testing of any work, goods, materials, plant or equipment; or

2.3.3 any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client.

2.4 This agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

3. NO INSTRUCTIONS TO CONSULTANT BY BENEFICIARY

The Beneficiary may not give instructions to the Consultant under this agreement.

4. COPYRIGHT

4.1 The Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project and the Property, including any of the Permitted Uses.

4.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Consultant.

4.4 The Consultant shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

4.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Consultant. On the Beneficiary's payment of the Consultant's reasonable charges for providing the copy (or copies), the Consultant shall provide the copy (or copies) to the Beneficiary.

5. PROFESSIONAL INDEMNITY INSURANCE

5.1 The Consultant shall maintain professional indemnity insurance for an amount of at least £[SUM under appointment] [for any one occurrence, or series of occurrences, arising out of any one event **OR** in the annual aggregate] for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Project or if later the date of making good of defects identified as a result of the process of practical completion of the Project, provided that such insurance is available at commercially reasonable rates and terms. The Consultant shall maintain that professional indemnity insurance:

5.1.1 with reputable insurers lawfully carrying on insurance business in the UK;

5.1.2 on customary and usual terms and conditions prevailing for the time being in the insurance market; and

5.1.3 on terms that:

(a) do not require the Consultant to discharge any liability before being entitled to recover from the insurers; and

(b) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.

5.2 Any increased or additional premium required by insurers because of the Consultant's claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.

5.3 The Consultant shall not, without the Beneficiary's written consent:

5.3.1 settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Consultant; or

- 5.3.2 by any act or omission lose or affect the Consultant's right to make, or proceed with, that claim against the insurers.
- 5.4 The Consultant shall immediately inform the Beneficiary if the Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Consultant and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Consultant regarding the Project and the Property, without that insurance.
- 5.5 Whenever the Beneficiary reasonably requests, the Consultant shall send the Beneficiary evidence that the Consultant's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Consultant's insurers or brokers confirming:
 - 5.5.1 the Consultant's then current professional indemnity insurance; and
 - 5.5.2 that the premiums for that insurance have been paid in full at the date of that letter.

6. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Consultant under this agreement after 12 years from the date of practical completion of the Project or if later the date of making good of defects identified as a result of the process of practical completion of all of the Project.

7. ASSIGNMENT

- 7.1 The Beneficiary may assign the benefit of this agreement on two occasions to any person with an interest in the Project.
- 7.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
- 7.3 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

8. NOTICES

8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice, as set out below:

8.1.1 [CONSULTANT]: [CONTACT] [ADDRESS]

8.1.2 [BENEFICIARY]: [CONTACT] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 A notice shall be deemed to have been duly received:

8.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

8.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

8.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under or in connection with it.

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by two directors **OR** a director and its secretary

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by a director in the presence of

.....
[SIGNATURE OF DIRECTOR]
Director

Witness signature

Witness name
BLOCK CAPS

Address

Occupation

Executed as a deed by affixing the Common Seal of **CHERWELL DISTRICT COUNCIL** in the presence of:

Authorised Signatory

Sports Pavilion: Wykham Park Farm, Banbury

1. General Design Considerations

- i) The exact siting of the pavilion needs to be agreed with Cherwell District Council as part of considering and determining a qualifying application. It must however, be adjacent to the sports pitches and be served by 45 car park spaces fully constructed, drained and tarmac surfaced together with a bus drop-off area.

ii) **Design Principles:**

The design of the building and internal accommodation needs to take account of the following broad principles.

- Attractive building that is visually pleasing and an asset to the locality.
- Hard wearing, long lasting and value for money.
- Low maintenance, durable material and finishes.
- Secure, resistant to vandalism but aesthetically pleasing.
- General ease of access for maintenance, including M&E services.
- Flexible use.
- Requiring minimal operational supervision.
- Disabled access throughout in accordance with relevant standards and regulations.
- Well insulated and energy efficient.
- Usage by male and female, adults and children.
- Easy to clean.
- Comply with latest Sport England guidance on pavilion and changing room design.
- Meet BREEAM 'very good' standard.

Site Layout

The building layout is to be drawn up in consultation with Cherwell District Council and shall not exceed the parameters as set out in the Schedule of Accommodation as part of a qualifying application.

iii) **Schedule of Accommodation**

The following is a general guide to the accommodation requirements:

<u>Accommodation</u>	<u>Description</u>	<u>Minimum m²</u>
1. Entry/Circulation	Main point of access to the changing rooms and internal accommodation. Separate point of access/egress to pitches.	25
2. Team Changing rooms	Four in total with shower and toilet provision that complies with Sport England guidance.	120
3. Officials Changing	Two individual units with shower, toilet and wash basin.	16
4. Storage	One room for cleaning equipment and materials and one room for sports equipment. (Goal posts will be stored off site).	15
5. Disabled toilets and changing facilities.	In compliance with latest building regulations.	6
6. Toilets	2 unisex toilets with hand wash basins and hand drying facilities, all to be suitable for disabled access. These toilets must be accessible from outside the building when the pavilion changing areas are locked.	16
7. First Aid Room		6
8. Kitchenette		6
9. Plant/Services Room		15
Total		225
External walkway areas	Estimate	75
TOTAL		300

iv) **General Specification: Applicable to all areas**

Roof:	Pitched and tiled. All rain water goods to be protected against vandalism. (Usual to enclose rainwater down pipe with brick piers either side to prevent damage from people kicking balls against them) To be determined as part of qualifying application.
External Walls:	Faced brick or stone to be determined as part of qualifying application.
Internal Walls:	Fair faced blockwork, speckled paint finish with glazed topcoat (all general circulation and changing areas) Floor to ceiling glazed ceramic wall tiles (toilet and shower areas).

Floors:	<p>Concrete with screed finish (general circulation areas) with integral drainage to enable regular wash down. Skirting boards not required to aid cleaning.</p> <p>Non-slip quarry tile or similar (changing, toilet and shower areas). Full width mat well and mat at main entranceway.</p>
Doors:	<p>External. Solid core construction. Doors should not be recessed in order to avoid areas for congregation.</p> <p>Internal. Solid core construction stained finish. Changing room doors to be lockable. Fire resistant as required under building regulations.</p> <p>All to have kick plates, good quality door furniture.</p>
Windows:	<p>Generally at a high level with security grills where necessary though must also take account of the need to be aesthetically visually appropriate and to be determined as part of a qualifying application.</p>
Ceilings:	<p>Painted plasterboard with taped joints and skimmed finish in general areas.</p> <p>Suitable moisture resistant finish in high moisture areas.</p> <p>Insulation to building control requirements.</p>
Heating and Ventilation:	<p>Predominant use likely to be in the winter period. Convector heating to provide 'instant' space heating. Background heating controlled by temperature responsive switch to prevent damage to structure and fabric of building during winter period. (Background heating usually by pipe radiator located under benching)</p> <p>Mechanical ventilation will be required to ensure effective removal of moisture both when the building is in use and when it is closed to avoid deterioration to fabric of building. Controls should be on time switch (with humidity stat override) 24/7 operation. External ventilation cowlings require security grill.</p>
Lighting:	<p>Lighting level to be 100-150 lux as appropriate. Lighting units to be energy efficient and securely fixed to wall/ceiling, robust and moisture resistant. Individual light switches in rooms with movement sensor control for automatic time lapse switch off (changing and toilet areas only).</p>
Power Points:	<p>Sockets to be provided in corridors and storage areas and at high level adjacent to mirrors in changing rooms.</p>
Plumbing:	<p>All pipes have to be well insulated. Pipes to be concealed in ducts to prevent damage/vandalism. (Usually pipework is exposed and made from cast iron and painted to blend in with walls, Vertical ducting can be accommodated usually in corner locations if required but horizontal ducting to serve radiators, etc. is unslightly and usually forms a "foot stand" for people waiting in corridors.)</p>

Plumbing: <i>Contd</i>	<p>Shower pipes to be concealed within the walls. Showers to be push button control, impulse. (Exposed pipework is generally preferred in showers with isolation valves for maintenance purposes as leaks behind stud walls are undetectable, causing more damage and requiring the need to remove wall tiles and stud walling to locate and repair the leak, putting the changing facility out of action for longer.)</p> <p>WHB taps are to be non-compressive return type and all waste are to be captive.</p> <p>Water pressure controlled flushing to urinals.</p> <p>Instantaneous water heating to provide hot water supply. (Preferably gas). (Usually in-line instantaneous water heaters are fitted to all isolated wash hand basins with hot water for showers via hot water cylinder in plant room heated by gas boiler)</p>
Sanitary Ware:	<p>SVP pipes to be internal . Stainless steel WC's. WHB;s bowl urinals and cleaners sinks throughout.</p> <p>Provision for young children and disabled users.</p> <p>WC cisterns to be concealed behind proprietary panelling systems.</p> <p>All taps, wastes, spurge pipes, shower heads and controls are to be in chrome plated brass.</p> <p>Warm air hand dryers.</p>

2. Detailed requirements:

Entrance/Corridor:

- External mud grid.
- Noticeboard.
- Relevant signage in compliance with DDA.
- Entrance mat in mat well.
- Rubbish bin.
- Fire equipment/appliances (as agreed with fire officer).
- Intruder alarm sensor and control panel (NACOSSS Approved installation).
- Lighting.
- Power point.
- Statutory notices.

Changing Rooms (interchangeable male/female):

- Showers.
- Coat/hat hooks.
- Changing benches – recycled plastic.
- Hair/hand dryer.
- WC.
-
- Soap dispenser.
- Rubbish bin.
- Plastic mirror.
- Signage on doors in compliance with DDA.
- Heating.
- Mechanical ventilation.
- Lighting.
- Power point.
- Jumbo toilet roll dispensers.

Officials Rooms:

- Showers.
- Coat/hat hooks.
- Changing benches – recycled plastic.
- Hand/hair dryer.
- WC.
- Soap dispenser.
- Rubbish bin.
- Plastic mirror.
- Signage on door in compliance with DDA.
- Heating.
- Mechanical ventilation.
- Jumbo toilet roll dispensers.
- Lighting.
- Power point.
- Fire appliance.
- Lockers (3 in each).

First Aid Room:

- Sink with hot and cold water.
- Rubbish bin.
- Hand dryer.
- Soap dispenser.
- Mechanical ventilation.
- Fire appliances.
- Wall mounted cupboards x 2.
- Heating.
- Lighting.
- Power point.
- Treatment bench.
- Mirror.
- Signage in compliance with DDA.

Kitchenette:

- Instant hot water boiler.
- Sink and draining board.
- Preparation surfaces.
- Wall mounted cupboards (lockable) x 2.
- Under counter cupboards.
- Double electrical socket surface mounted.
- Double electrical socket under counter.

Storage:

- Sink and water supply.
- Shelving.

- Power point at high level.
- Signage on door.

External Accessed Toilets (male/female):

- wash hand basin.
- WC (Provision for children).
- Soap dispenser.
- Hand drier.

- Toilet roll holders.
- Plastic Mirror.
- DDA signage.

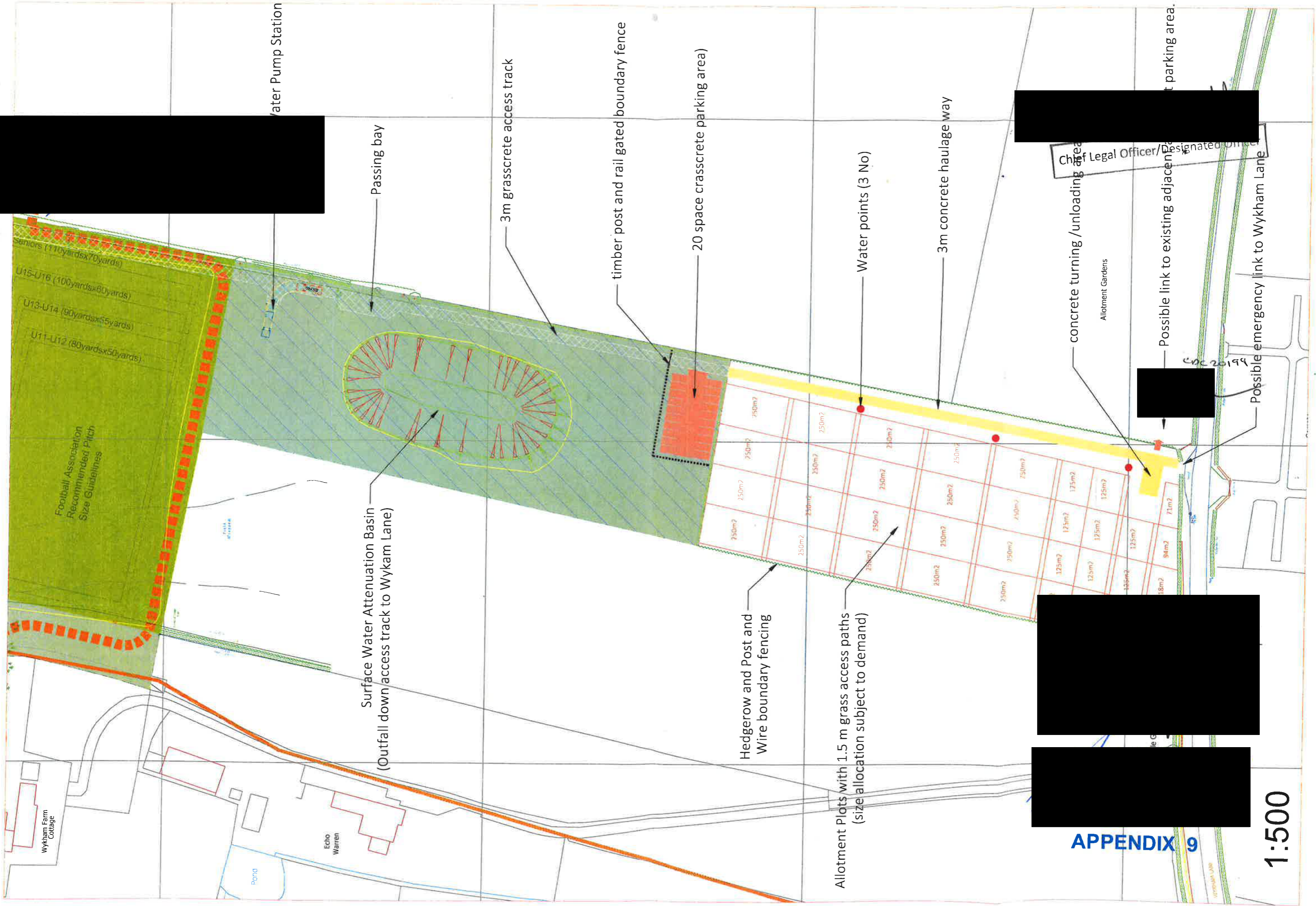
- **External Area:**

- Hard paving to entranceway from car park and to pitches from pavilion.
- Single paving around the building.

- Landscaping.
- Boot cleaner.
- Signage in compliance with DDA.

Other equipment:

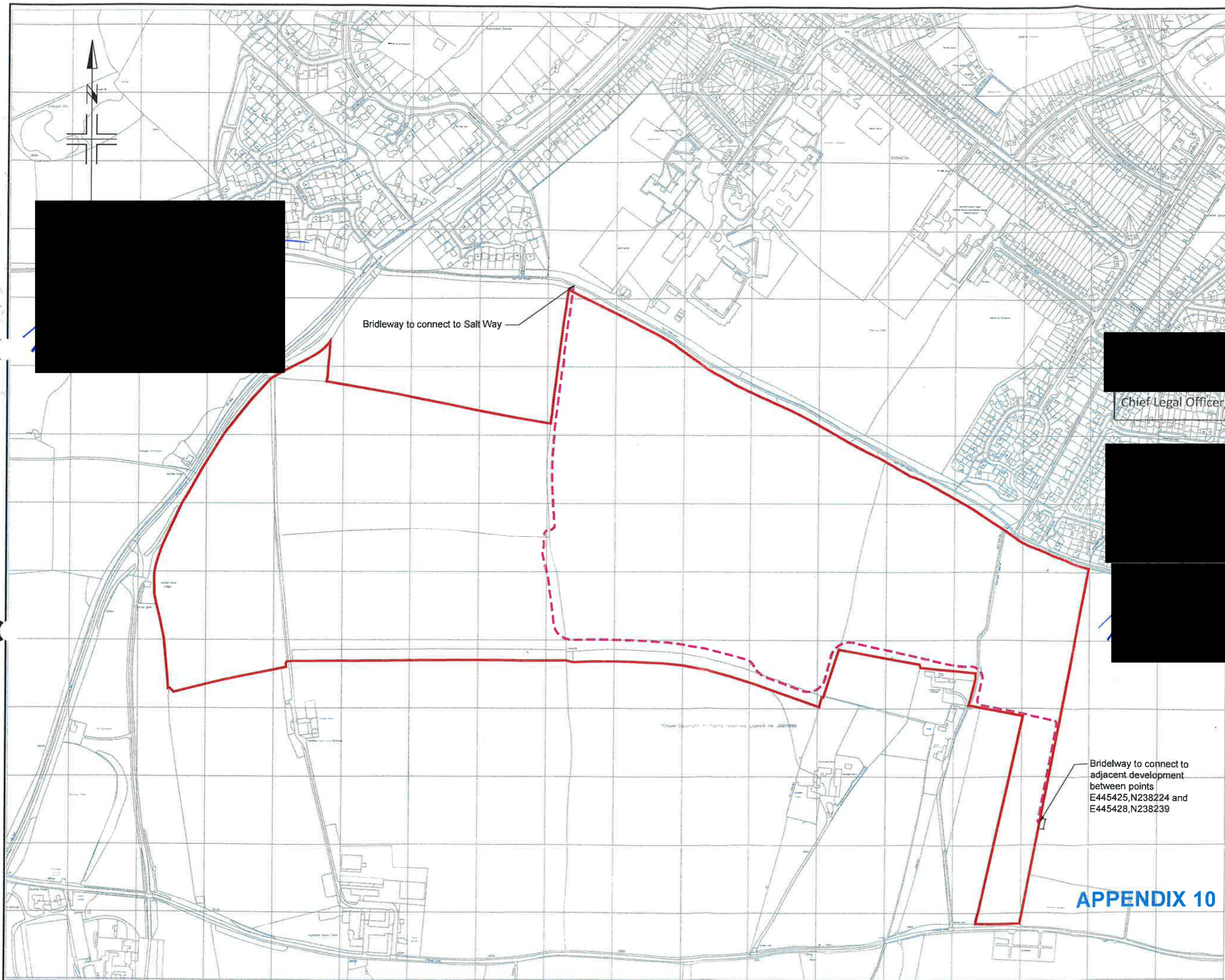
- 2 sets of (moveable) senior football goals
- 4 senior nets
- Corner flags for 2 pitches
- First aid equipment including a defibrillator



CDC 20199

Only figures dimensions are to be taken from this drawing. Do not scale. Any discrepancies must be reported to the Company before proceeding. The location of statutory undertakers apparatus is for guidance only. No guarantee is given as to its accuracy. This drawing is copyright and shall not be reproduced or used in any form without the written permission. © Gallagher Estates Limited 2019. Licence number 10001916 and 10001917.

- Site Boundary
- - - Permissive Bridleway



Bridleway to connect to Salt Way

Bridleway to connect to adjacent development between points E445425,N238224 and E445428,N238239

Chief Legal Officer/Designated Officer

APPENDIX 10

REV		DATE	DESCRIPTION
PROJECT-			
BAN17 - Wykham Park farm			
TITLE-			
S106 - Permissive Bridleway			
SCALE-	1:2500 @ A1	DATE-	25/02/2019
STATUS-	DRAFT	DRAWING No-	8685-023
DRAWN-		SC	REVISION-
GALLAGHER ESTATES Part of the L&Q Group			
<small>Gallagher House, Gallagher Way, Warwick CV34 6AF e: mail@gallagherestates.com w: www.gallagherestates.com t: 01926 399339</small>			



Primary School Transfer Boundary
 Primary School Option Land Transfer Boundary

AN17 - Wykham Park Farm
 Primary School Land Transfer Plan

Chief Legal Officer/Designated Officer

GALLAGHER ESTATES | Part of the L&Q Group

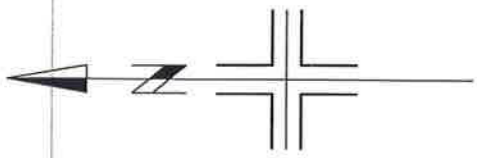
Gallagher House, Gallagher Way, Warwick CV34 6AF
 e: mail@gallagherestates.com
 w: www.gallagherestates.com
 t: 01926 339339

DATE	DESCRIPTION	STATUS	DRAFT	DRAWING NO.	REVISION
29/03/2018		SC		8686-015	

Scale: 1:1250 @A3

62102 208

This drawing is for information only and does not constitute an offer of any financial product. It is not intended to be used as a basis for investment decisions. It is not intended to be used as a basis for investment decisions. It is not intended to be used as a basis for investment decisions.



Chief Legal Officer/Designated Officer

Overhead cables to be removed

0.79 Ha

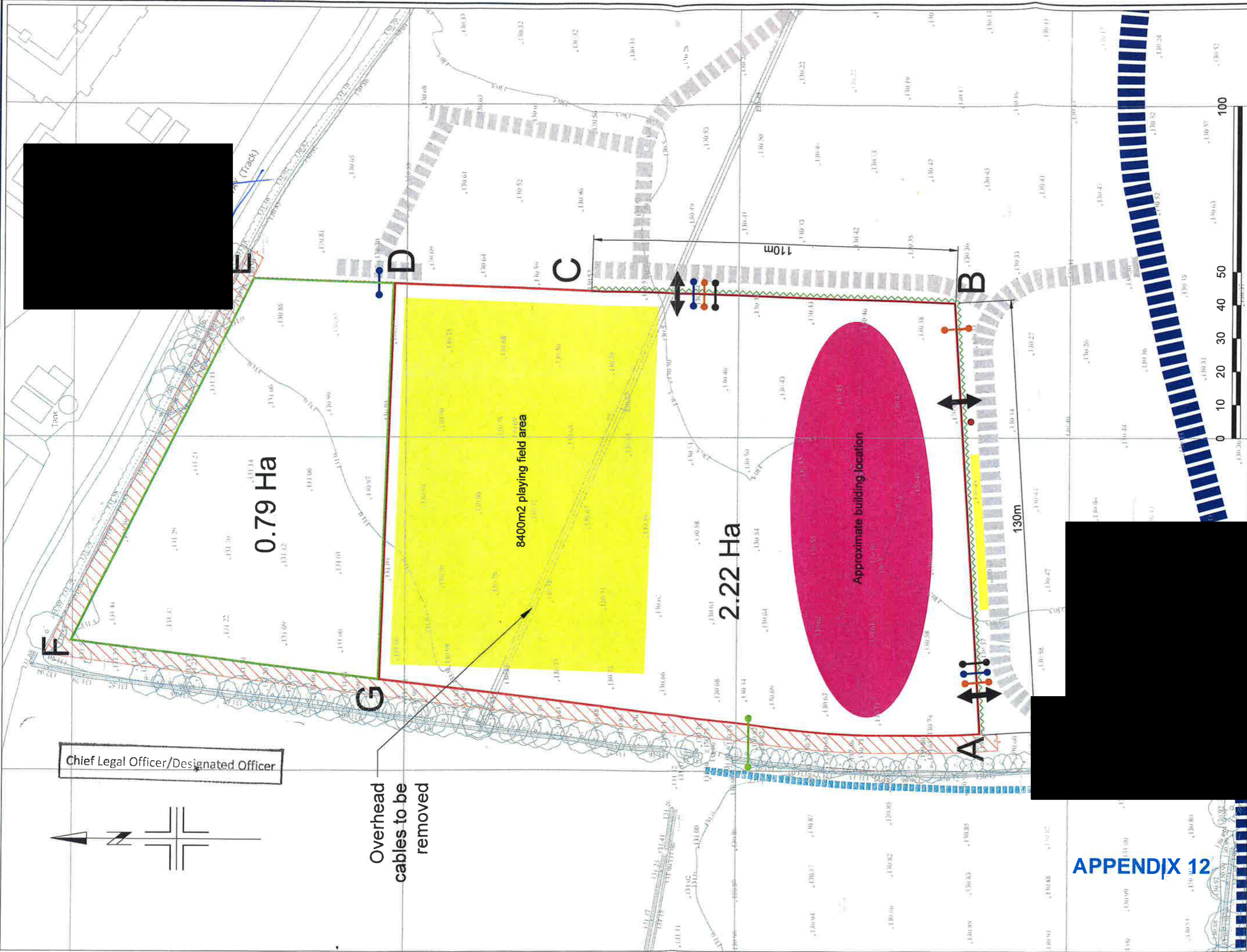
8400m² playing field area

2.22 Ha

Approximate building location

APPENDIX 12

- Primary School Transfer Area 1 (2.22 Ha)
- Primary School Transfer Area 2 (0.79 Ha)
- Vehicular/Pedestrian Access (5m wide w/ Radius 6.0m)
- 5m wide utilises corridor reserved for 11kv powerlines (subject to detailed design)
- Strategic Spine Road (Subject to detailed indicative development roads layout)
- Swale (School contributing area not to exceed 65% impermeability)



with link to otherwise

REV	DATE	DESCRIPTION
C	25/10/2018	Foul drainage amendments
B	09/10/2018	Land drainage lateral added
A	22/09/2018	Updated to DCC format

PROJECT:	Ban 17 - Wyckham Park Farm
TITLE:	Primary School Plan
SCALE:	1:500 @ A1
DATE:	11/04/2018
STATUS:	DRAFT
DRAWN BY:	8566-014
REVISION:	C

GALLAGHER ESTATES Part of the L&Q Group

Gallagher House, Gallagher Way, Warwick CV34 6AF
 or: www.gallagherestates.com
 or: www.gallagherestates.com
 T: 01925 395939

Wykham Park Farm, Community Facility – Outline Specification

This specification sets out Cherwell District Council's requirements for a community facility on the Land South of Salt Way, Banbury. The full details of the community facility will receive assessment as part of a qualifying application.

Overview

The community building must accommodate a wide variety of activities, including social activities and recreational uses.

Occupancy of the various spaces in the building will fluctuate considerably, requiring flexible arrangement permitting subdivision or opening up to accommodate them.

The Council's general requirements in respect of functions, general spatial arrangement and size criteria are set out below. However, it should be noted that the Council does not wish to stifle innovative design. New community facilities will be expected to complement and enhance the character of its location through sensitive siting, layout and high-quality design.

The community building is to be constructed to enable the highest environmental performance and architectural quality. We expect the completed building to achieve BREEAM Very Good with the capability of achieving Excellent.

Location

The aim is for the community hall to have a close relationship with its surroundings. The main hall should overlook and potentially open up into the surrounding green space. Some limited on-site operational and parking for wheelchair access (maximum 9Nr. in total) is to be provided to serve the community centre (location of which to be determined as part of a qualifying application). Community centre users are to have access to additional car parking within the Local Centre at all reasonable hours and to be within the immediate walking vicinity of the community centre. No maintenance costs for the additional car parking is to be attributed to the community centre operators..

Building Construction and Architectural Quality

The building will be a community focal point and should therefore be of high architectural quality. The proposals do not intend to stipulate the exact nature of the design or materials used in the construction (however to assist the 'costing exercise' assumptions on materials have been made), as this may stifle the creativity of the designers but due regard must be made of the Design Code for the overall development.

Future site-specific designs should consider the following council requirements;

- I. The building is a long-term facility, so all materials will need to be selected for their durability and low maintenance characteristics.
- II. The possibility of vandalism and graffiti, inside and out.

III. Wall and floor materials in keeping with trafficked areas.

IV. Energy Efficiency

The Council is committed to supporting Local Agenda 21 and in any case supports the general principle of energy, waste reduction and environmentally responsible use of construction materials and processes.

The design of the building should therefore demonstrate an intelligent use of appropriate active and passive energy conservation methods, including heat recovery and solar gain, the use of recycled materials where possible, low or no maintenance materials and finishes, and avoidance wherever possible of environmentally damaging materials and processes.

The objective should be to achieve significantly better energy efficiency than that provided for in the Building Regulations and achieve BREEAM 'very good' standard.

V. Disabled Facilities

The Council will require complete access to all areas of the building and site for disabled persons, members of the public and staff alike.

Full WC facilities for male and female are required. To include low level urinal/wc, wash hand basin and hand drying facilities.

VI. Acoustics and Noise

The main community hall(s) meeting spaces may be used for various performances, including music, drama, dance and entertainment functions with bands and discotheques. Therefore, future design proposals need to be considered in terms of their acoustic qualities and noise emissions giving full protection to neighboring properties (at this stage reasonable allowances have been made for generic design without prior knowledge of final site location).

The Environmental Health Department may recommend a planning condition in respect of noise produced by activities in the building, requiring sealed windows and noise limiting devices for noise producing areas of the building. This will require careful consideration of the ventilation system to the building on a site-specific basis.

Fires escape provision for each unit of accommodation must be made to satisfy the local Fire Officer.

VII. Low cost maintenance and operation with respect to heating, lighting servicing of mechanical and electrical services, cleaning and supervision of the facility.

Project Management

Discussion with the developer on timescales and project management process is required. It is envisaged that the following will be required:

- i) Outline specification and site location discussed by Cherwell District Council and developer

- ii) Initial design options and costings drawn up by developer and discussed by Cherwell District Council and developer
- iii) Amended design and costings discussed by Cherwell District Council and developer
- iv) Final design submitted for approval as part of a qualifying application

Access to the site will be required during construction by nominated Cherwell District Council officers and a nominated clerk of works. The clerk of works should be paid for by the developer, but report to Cherwell District Council.

Site Layout

The building layout is to be drawn up in consultation with Cherwell District Council and shall not exceed the parameters as set out in the Schedule of Accommodation as part of a qualifying application.

Schedule of Accommodation

a) Principal Accommodation – Interior

		Minimum Area (m ²)
i)	Community Hall	300
ii)	Meeting Room with dividing partition	49
iii)	Office	36

b) Ancillary Accommodation – Interior

i)	Entrance Hall	20
ii)	Main Hall Storage	25
iii)	Kitchen/Servery & Storage	36
iv)	Toilets (male, female, disabled, parent & baby)	40

c) Service Areas

i)	Plant Room	20
ii)	Bin Store	6
iii)	Cleaning Store	6

d) External Areas

i)	Garden / Play Area	100
	TOTAL	638

General Specification Notes – Applicable to All Spaces

Design

This outline specification is designed to provide an indicative specification for the types of materials, systems and products to be used on a typical 'Community Hall'.

The design is to be in accordance with Regulations and Standards current at the time of construction and will take into account any future standards and requirements that are likely to be material to the success of the scheme.

All site-specific constraints also excluded.

Materials and workmanship

Materials and standards of workmanship shall comply with the relevant British Standards Specifications and Codes of Practice and, where no such standards exist, shall be in accordance with good building practice.

Foundations

Presumed to be reinforced or mass concrete foundations full design would require input from a qualified Structural Engineer's design.

Ground Floor Slab

Presumed to be concrete floor slab to Structural Engineer's design generally to support a uniformly distributed load.

Structure

The new buildings will have an internal steel frame to larger span elements such as the main hall. Smaller elements are likely to be load bearing masonry with a timber roof truss arrangement. A structural grid will need to be developed at a later design stage by a qualified Structural Engineer.

Modular elements maybe considered although the basis of this specification is derived around a traditional construction methodology.

First Floor Slabs

No first-floor slabs have been incorporated as part of this proposal.

Plant Room

The plant room enclosure to give one-hour fire resistance including any sub division for phase 2 works.

External Walls

All external walls to be completed in facing brickwork, with 2 colours of brick required. Colour 1 to be the primary finish allowing for a secondary colour to be used for Brick soldier course above all external doors and below all windows.

Allow at least 80% by volume of thermal insulation used in the building elements identified in the embodied impact issue must be responsibly sourced (each product must be certified in accordance with either tier levels 1, 2, 3, 4, 5 or 6 as described in BREEAM issue Mat 03. Insulation U values for all external walls to be 0.2 (U-value to be confirmed).

Air Permeability to be set at 5.0 m³/hr.m²@50pa. The air tightness lines are proposed as the inner face of the internal finishes and will require additional sealing / taping to perimeter junctions.

External, Doors, Windows and Roof Lights

All external windows and doors to be a sealed unit, clear, double glazing with the outer pane of toughened glass, solar coated where required, in thermally broken, dual colour, polyester powder coated aluminium frames from one of following manufacturers SAPA, Senior, Technal or Schuco. Coloured insulated spandrel panels and louvers to be provided as part of the system. On circulation routes glazing to be provided with suitable manifestation, with self-cleaning glass to any/ all high-level windows.

Replacement glazing and doors to the entrance/foyer areas to be in UPVC (Colour slate grey). All UPVC specification be sealed unit, clear, double glazing with the outer pane of toughened glass, solar coated where required, in thermally broken frames.

All windows are to have opening lights to provide natural ventilation. All opening lights to be provided with restrictors and where at high level to be controlled using 'Teleflex or similar' manual winders.

Proposed glazing U-values to be 1.5, Glazing G values to be confirmed.

Entrance doors to lobby areas to be provided with automatic opening devices linked to proximity sensor and/or entry system (TBC). Stainless steel guardrails to be provided to either side of opening door leaf.

Roof

A pitched roof is proposed for the building. The pitched elements are proposed as either an artificial slate or concrete interlocking pan-tile on appropriate timber batten/counter batten system with Vapour control layers and fixings as manufacturers recommendations. Supported on purlins on steel frame or timber gang nail roof truss (subject to structural engineer's design), to provide a u-value of 0.15. The associated flashings facias, gutters and downpipes will be in a complementing uPVC system (colour; grey).

Any new build flat roofs will be a high performance single layer polymeric sheet roof covering Sarnafil (or similar) with rigid board insulation, laid to falls and to provide a U-value of 0.15. Flat roof areas are generally located within an area of parapet wall, as the roofing finish will

be lapped up the inside of the parapet and lapped beneath the parapet capping. Drainage provided externally via uPVC gutters and down pipes.

Internal Walls

All internal walls are to be acoustically and fire rated plasterboard on metal stud with a tape and fill jointing system. New Server and Computer store rooms to have enhanced security properties (including doors).

The board specification will vary depending upon the location, with additional high impact resistant boards, such as Gyproc Robust or Promat Master board, will be used in areas such as the hall, where sport activities will take place.

Additional acoustic absorbent panels will be incorporated into the design as required.

At later design stage drawings are to be provided that identify internal and external areas of the building where vehicle, trolley and pedestrian movements will occur. In addition, the Contractor shall ensure that main entrances and thoroughfares shall have adequate protection from the effects of high pedestrian traffic. The Contractor shall ensure that there is protection against any internal vehicular/trolley movement within 1m of the building fabric in storage, delivery and kitchen areas.

Ceilings

Generally, a demountable suspended ceiling with acoustically rated tegula tile (Armstrong or similar approved) will be provided throughout the building. Ceilings to kitchen and wet areas to be suitable for high humidity and cleaning processes.

Plasterboard MF suspended ceilings to stores and plant areas. The proposed floor to ceiling heights within the new build are;

- Main Hall – Various (May include open ceilings, refer to section)
- Corridors - 2400mm
- Kitchen - 2400mm
- Smaller offices, WCs, cleaners & stores - 2400mm
- WCs – 2400mm

Internal Doors, Frames and Joinery

All timber used on the project must be sourced in accordance with UK Government's Timber Procurement Policy

All doors (excluding main kitchen and ancillary rooms) are to be solid crown cut veneered or similar (TBC). Linings doorframes, architraves, trims, display cabinets and glazed screens to be from solid ash or similar. Anti-finger trap guards to be provided to all doors in public areas.

NB. All corridor doors on hold open devices, linked back to the fire alarm system.

Main kitchen and ancillary rooms to be painted softwood solid core hung in softwood frames and architraves.

Service riser cupboard doors to be painted softwood solid core hung in softwood frames and architraves.

Vision panels to be provided to hall, kitchen, corridor, offices, staff spaces/room and emergency exit doors, fire rated as appropriate (7mm Pilkington Pyrodur™ Plus).

Matt finish metal ironmongery to comply with AD part M of current Building Regulations.

Secret fixed painted softwood skirtings and window boards.

To larger main halls for subdivision purposes - Acoustic folding screens, approximately 50dB sound reduction, panel size & finish TBC.

Interior colour scheme to be developed with the client.

Sanitary Fittings and WC Areas

Subject to design by public health engineer.

Toilet Provisions

Adult height close coupled WC pans with concealed cisterns for easy cleaning. Document M accessible WC pack.

Wash hand basins

Adult height semi-recessed basins set within a vanity top with push control taps (to be confirmed).

Hand drying

Presume electrical hand dryers are to be incorporated into each WC space (allow 1 hand-dryer per sink).

Cubicles

Solid grade laminate cubicles to be provided with full height doors. Full height IPS panel system in matching colours for conceal cisterns.

Floor Finishes

General Areas:

- WC - non-slip vinyl with coved skirting.
- Offices - carpet tiles.
- Main Hall - sprung hardwood timber flooring (Junckers or similar approved).

- Corridors & circulation - good quality carpet tiles with colour contrasted nosings.
- Stores - non-slip vinyl with coved skirting.
- Entrances / Lobbies - barrier matting system.

Wall Finishes

The Contractor shall ensure that all decorative paints and varnishes have met the requirements of BS EN 13300:2001 referring to the criteria of Decorative Paint Directive 2004/42/CE. The emissions levels for VOC's required is VOC (organic solvent) content (testing req. 6) requirement for Phase 2 fungal and algal resistant.

General Areas:

- Main Hall - emulsion paint finish.
- WCs - emulsion paint finish. Coloured ceramic tile splash back.
- Corridors - emulsion paint finish. Wall paper to feature walls.
- Kitchens - hygienic Whiterock (or similar) wall cladding to main kitchen.
- Stores - emulsion paint finish.

NB. Emulsion to walls to have enhanced wash down properties.

Blinds

Blinds to all windows (including north lights) except corridors, stores and main kitchen. No blinds to roof lights unless identified on drawings.

Internal Signage

Signage identifying:

- Statutory fire safety/direction signage as required by current building regulations.
- Directional signage within the client.
- All Rooms to be provided with engraved aluminium signage indicating the name both written and as a symbol (Braille TBC).
- All Rooms to be provided with asset number.
- Feature signage to the reception area.
- Entrance direction signage (lobby).
- Braille tactile way finding plates (TBC).

External Signage

Signage identifying:

- Building name sign on approach route.

- Visitors/Reception signage (main entrance).
- Refuge collection point.

Fixtures, Fittings and Equipment (FF&E)

QS to make indicative allowance – All FF&E TBC.

Power / Lighting

To service engineer's details.

Mechanical Heating and Ventilation Services

To service engineer's details.

Above Ground Drainage / Plumbing Installation

To service engineer's details.

Fire Detection / Alarm

To service engineer's details.

Lightning Protection

To service engineer's details.

Wireless Data Systems

To specialist supplier's details.

Utilities

Water Main Connection and Metering

To service engineer's details.

Gas Main Connection and Metering

To service engineer's details.

Electrical supply

To service engineer's details.

Telecom and Security Ducts

To service engineer's details.

Below Ground Drainage

To structural engineer's details.

External Works

Excluded.

Other References for future Site-Specific design considerations should include:

Curtains and Blinds	<p>Principal rooms are to have curtains and linings at 100% fullness to all windows. The making must be appropriate to its location in terms of light fastness and flame retardancy, and must be capable of periodic cleaning. The curtains are to hang on metal tracks with pull cord closures, fixed at lower level.</p> <p>All other rooms (except kitchen and toilet areas) are to have vertical blinds to a colour choice, on aluminium tracks with pulley operation for opening/closing and turning.</p>
Noticeboards	<p>Coloured Hessian faced 'Sundeala' pin board with hard or softwood frame, fixed to wall using brass cups and screws.</p> <p>Glazed noticeboards incorporating baize faced pin board to entrance hall and externally and in Youth Workshop, Coffee Bar and Office Quiet Room.</p>
Ventilation	<p>If the building is to be located close to residential properties and concern may be raised in respect of noise nuisance, requiring the building to be acoustically sealed.</p> <p>Appropriate ventilation systems to ensure ambient temperature throughout the year addressing seasonal changes and to prevent noise emissions. Spaces may require mechanical extraction of air, through sound attenuation cowls, with appropriate grease filters for the kitchen areas. For areas of high humidity, including kitchen, toilet and shower areas, all materials should be non-corrosive in ventilation installations.</p> <p>Temperature levels and proposed air change rates should be appropriate to the use and occupancy of the spaces.</p>
Roller Shutters	<p>Servery areas are to be protected by a roller shutter, lockable and powder-coated to a colour choice, including all operating gears, pelmet boxes and vertical guides. Operation should be electric or by winding handle.</p>

Stage (where required)	Fully demountable folding portable stage approximately 4m x 80% of hall width, consisting of softwood framed marine- ply boxes on lockable heavy-duty casters, to be stored in the storage area when not in use.
Lighting	Lighting to all areas to be LED glare appropriate luminaires, self-finished where exposed or recessed into suspended ceiling grids or surface mounted on solid ceilings. Main hall lighting is to be easily accessible for maintenance. Appropriate number of external lights for security and pedestrian access and entrance safety purposes.
Heating	Gas fired water filled radiators to all areas except the main hall are anticipated. The main hall will be the subject of a specialist heating design to suit the varied uses off the space, probably water-filled radiant panels or quartz electric heating units.
Security Alarm	Fully addressable intruder alarm system with door and window contacts, PIR detectors and zoning to allow flexibility of use, to be NACOS approved and the system to BS 4737: 1986.
CCTV	Internal and external CCTV coverage.
Fire Alarm	Full system required to BS 5839 part 1.
Sanitary ware	<p>White vitreous china WC's WHB's bowl urinals and cleaner sinks throughout. WC cisterns to be concealed behind proprietary paneling system. Low level children's urinals and w.c's to be provided.</p> <p>All taps, wastes, spurge pipes, showerheads and controls are to be in chrome plated brass. WHB taps are to be non- concessive return type and all wastes are to be captive.</p> <p>All soap dispensers, lockable toilet roll holders are to be in chrome, or coloured nylon coated steel.</p>
Lighting	<p>Decorative lighting required e.g. wall washers; suspended up/down directed fluorescent system, and low energy spotlights.</p> <p>Gantry above stage position with a selection of stage spots and floods.</p>

Equipment	<p>Cordless PA system with enough speakers to provide even coverage to all parts of the hall.</p> <p>Electric Clock Chairs Tables</p> <p>Table tennis tables x 3 (folding for storage).</p> <p>Pool tables x 2 (Demountable).</p> <p>Air-conditioning system or mechanical ventilation system. Noise limiter, connected to PA system and sockets.</p> <p>Servery Counter area lined in stained softwood and melamine surfaced counter top with stained softwood lipping and Perspex</p>
Electrics	<p>Normal sockets. Sockets for cleaners, AV equipment, TV Aerial, telephone.</p> <p>Induction loop for hard of hearing. Energy Metering</p> <p>All facilities should be fitted with Energy meters and sub-meters where appropriate</p>

DATED

SUB-CONTRACTOR'S COLLATERAL WARRANTY

relating to a project at

[INSERT SHORT DESCRIPTION OF PROPERTY OR WORKS])

between

[SUB-CONTRACTOR]

and

OXFORDSHIRE COUNTY COUNCIL

CONTENTS

PARTIES 1

BACKGROUND..... 1

AGREED TERMS 1

1. Interpretation 1

2. Comply with Sub-Contract 3

3. No instructions to Sub-Contractor by Beneficiary..... 5

4. Copyright..... 5

5. Professional indemnity insurance 5

6. Liability period 6

7. Assignment 6

8. Notices 7

9. Third party rights 7

10. Governing law and jurisdiction 7

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Sub-Contractor**).
- (2) OXFORDSHIRE COUNTY COUNCIL of County Hall, New Road, Oxford OX1 1ND (**Beneficiary**).

BACKGROUND

- (A) The Employer has engaged the Contractor to carry out [design and]¹ construction work.
- (B) The Contractor has engaged the Sub-Contractor to carry out part of that [design and] construction work.
- (C) The Employer and the Contractor require the Sub-Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Sub-Contractor has agreed to enter into this agreement with the Beneficiary for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £10 to the Sub-Contractor as consideration under this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Building Contract: an agreement in writing dated _____ between the Employer and the Contractor.

Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

Contractor: [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].

Deleterious: materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or

¹ If the Building Contract is a design and build contract the square brackets at recitals (A), (B), clause 1.1 can be removed.

- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément.

Employer: [NAME] whose registered office is at [].

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Sub-Contract Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Sub-Contract Works.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension, building information modelling and repair of the Property and the Works.

Property: [DESCRIPTION OF PROPERTY].

Sub-Contract: an agreement in writing dated between the Contractor and the Sub-Contractor.

Sub-Contract Works: the [design,] construction and completion of the building works referred to in the Sub-Contract, carried out by the Sub-Contractor under the Sub-Contract.

Works: the [design,] construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.

2. COMPLY WITH SUB-CONTRACT

- 2.1 The Sub-Contractor warrants to the Beneficiary that:
- (a) it has complied, and shall continue to comply, with its obligations under the Sub-Contract, including its obligations to:
 - (i) carry out and complete the Sub-Contract Works properly; and
 - (ii) use workmanship and materials of the quality and standard specified in the Sub-Contract;
 - (b) without affecting clause 2.1(a), and to the extent that it takes responsibility for the same under the Sub-Contract, it:
 - (i) has designed, or will design, the Sub-Contract Works; and
 - (ii) has selected, or will select, goods, materials, plant and equipment for incorporation in the Sub-Contract Works,

with all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Sub-Contract Works.

- 2.2 In proceedings for breach of this clause 2, the Sub-Contractor may:
- (a) rely on any limit of liability or other term of the Sub-Contract; and
 - (b) raise equivalent rights of defence as it would have had, if the Beneficiary had been named as a joint employer, with the Contractor, under the Sub-Contract (for this purpose not taking into account any set-off or counterclaim against the actual contractor under the Sub-Contract).
- 2.3 Without affecting clause 2.2, in proceedings for breach of this clause 2, the Sub-Contractor's liability shall be limited to:
- (a) the reasonable cost of repair, renewal and/or reinstatement of the Works and the Property, to the extent that:
 - (i) the Beneficiary incurs that cost; or
 - (ii) the Beneficiary is or will be liable for that cost, including (without limitation) under a service charge or other obligation to pay those costs, whether directly or indirectly; and
 - (b) [£[SUM of subcontractor's PI insurance], for the Beneficiary's other costs and losses.
- 2.4 The Sub-Contractor's duties or liabilities under this agreement shall not be negated or diminished by:
- (a) any approval or inspection of:
 - (i) the Property; or
 - (ii) the Works; or
 - (iii) the Sub-Contract Works; or
 - (iv) any designs or specifications for the Property or the Works; or
 - (b) any testing of any work, goods, materials, plant or equipment; or
 - (c) any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Contractor.
- 2.5 This agreement shall not negate or diminish any duty or liability otherwise owed to the Beneficiary, the Employer by the Sub-Contractor.

3. NO INSTRUCTIONS TO SUB-CONTRACTOR BY BENEFICIARY

The Beneficiary may not give instructions to the Sub-Contractor under this agreement.

4. COPYRIGHT

4.1 The Sub-Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Sub-Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

4.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Sub-Contractor.

4.4 The Sub-Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

4.5 The Beneficiary may request a copy or copies of (some or all of) the Material from the Sub-Contractor. On the Beneficiary's payment of the Sub-Contractor's reasonable charges for providing the copy (or copies), the Sub-Contractor shall provide the copy (or copies) to the Beneficiary.

5. PROFESSIONAL INDEMNITY INSURANCE

5.1 The Sub-Contractor shall maintain professional indemnity insurance for an amount of at least £[SUM under sub-contract] [for any one occurrence or series of occurrences arising out of any one event **OR** in the annual aggregate] for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Works, provided that such insurance is available at commercially reasonable rates and terms. The Sub-Contractor shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the UK or EU;
- (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- (c) on terms that:
 - (i) do not require the Sub-Contractor to discharge any liability before being entitled to recover from the insurers; and

- (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.

5.2 Any increased or additional premium required by insurers because of the Sub-Contractor's claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.

5.3 The Sub-Contractor shall not, without the Beneficiary's written consent:

- (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Sub-Contractor; or
- (b) by any act or omission lose or affect the Sub-Contractor's right to make, or proceed with, that claim against the insurers.

5.4 The Sub-Contractor shall immediately inform the Beneficiary if the Sub-Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Sub-Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Contractor regarding the Works and the Property, without that insurance.

5.5 Whenever the Beneficiary reasonably requests, the Sub-Contractor shall send the Beneficiary evidence that the Sub-Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Sub-Contractor's insurers or brokers confirming:

- (a) the Sub-Contractor's then current professional indemnity insurance; and
- (b) that the premiums for that insurance have been paid in full at the date of that letter.

6. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Sub-Contractor under this agreement after 12 years from the date of practical completion of all of the Works.

7. ASSIGNMENT

7.1 The Beneficiary may assign the benefit of this agreement on two occasions to any person with an interest in the Works.

7.2 The Beneficiary shall notify the Sub-Contractor of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

7.3 The Sub-Contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

8. NOTICES

8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice, as set out below:

(a) [SUB-CONTRACTOR]: [CONTACT] [ADDRESS]

(b) [BENEFICIARY]: [CONTACT] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 A notice shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under or in connection with it.

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by two directors **OR** a director and its secretary

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by a director in the presence of

.....
[SIGNATURE OF DIRECTOR]
Director

Witness signature

Witness name
BLOCK CAPS

Address

Occupation

Executed as a deed by affixing the Common Seal of **OXFORDSHIRE COUNTY COUNCIL** in the presence of:

County Solicitor/Designated Officer

DATED

**GROUND REMEDIATION SURVEY
CONSULTANT'S COLLATERAL WARRANTY**

relating to a project at

[SHORT DESCRIPTION OF PROPERTY OR WORKS]

between

[CONSULTANT]

and

OXFORDSHIRE COUNTY COUNCIL

00261871

APPENDIX 13/2

CONTENTS

CLAUSE

1. INTERPRETATION 1

2. COMPLY WITH PROFESSIONAL APPOINTMENT 3

3. NO INSTRUCTIONS TO CONSULTANT BY BENEFICIARY 5

4. COPYRIGHT 5

5. PROFESSIONAL INDEMNITY INSURANCE 5

6. LIABILITY PERIOD 6

7. ASSIGNMENT 6

8. NOTICES..... 7

9. THIRD PARTY RIGHTS 7

10. GOVERNING LAW AND JURISDICTION..... 8

00261871

APPENDIX 13/2

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Consultant**).
- (2) OXFORDSHIRE COUNTY COUNCIL of County Hall, New Road, Oxford OX1 1ND (**Beneficiary**).

BACKGROUND

- (A) The Client has engaged the Consultant to perform the Services in relation to the Project.
- (B) The Client has [entered into an agreement with the Beneficiary for []] requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- (C) The Consultant has agreed to enter into this agreement with the Client and the Beneficiary, for the benefit of the Beneficiary.
- (D) The Beneficiary has paid £10 to the Consultant and the Client as consideration under this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

CDM Regulations: the Construction (Design and Management) Regulations 2007 (SI 2007/320) and the related Approved Code of Practice issued by the Health and Safety Commission.

Client: [NAME] whose registered office is at [].

Deleterious: materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project; or

- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément.

Material: all surveys, investigations, reports, designs, drawings, models, plans, specifications, design details, photographs, brochures, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.

Professional Appointment: an agreement in writing dated [DATE] between the Consultant and the Client

Programme: the programme, as defined in the Professional Appointment.

Project: [DESCRIPTION OF PROJECT].¹

Property: [DESCRIPTION OF PROPERTY].

Required Standard: all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services on works similar in scope and character to the Project.

Services: The services referred to in the Professional Appointment, performed by or on behalf of the Consultant under the Professional Appointment.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

¹ If a ground investigation is being carried out for a project which a developer is to build and the Authority is obtaining a warranty because it will retain an interest on neighbouring land on which it itself will undertake a separate project then this definition should be wide enough to refer to both projects. The same consideration applies to the term "Property" below.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.

2. COMPLY WITH PROFESSIONAL APPOINTMENT

- 2.1 The Consultant warrants to the Beneficiary that:
 - (a) it has complied, and shall continue to comply, with its obligations under the Professional Appointment..
 - (b) it has exercised and shall continue to exercise the Required Standard:
 - (i) when performing the Services;
 - (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use;

- (iii) to comply with (and ensure the completed Project complies with) any:
 - (A) Act of Parliament;
 - (B) instrument, rule or order made under any Act of Parliament; and
 - (C) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected;
- (iv) to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project.

2.2 In proceedings for breach of this clause 2, the Consultant may:

- (a) rely on any limit of liability or other term of the Professional Appointment; and
- (b) raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Client, under the Professional Appointment (for this purpose not taking into account any set-off or counterclaim against the actual client under the Professional Appointment).

2.3 The Consultant's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Property; or
 - (ii) the Project; or
 - (iii) any designs or specifications for the Property or the Project; or
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client.

2.4 This agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

- 2.5 Without limiting the rights granted to the Beneficiary under clause 4 (Copyright) the Consultant confirms that the Beneficiary may use and rely on any reports, investigations or surveys prepared by the Consultant as part of the Services notwithstanding any statement to the contrary which may be contained therein.

3. NO INSTRUCTIONS TO CONSULTANT BY BENEFICIARY

The Beneficiary may not give instructions to the Consultant under this agreement.

4. COPYRIGHT

- 4.1 The Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project and the Property, including any of the Permitted Uses.
- 4.2 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Consultant.
- 4.3 The Consultant shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 4.4 The Beneficiary may request a copy (or copies) of some or all of the Material from the Consultant. On the Beneficiary's payment of the Consultant's reasonable charges for providing the copy (or copies), the Consultant shall provide the copy (or copies) to the Beneficiary.

5. PROFESSIONAL INDEMNITY INSURANCE

- 5.1 The Consultant shall maintain professional indemnity insurance for an amount of at least £[SUM under appointment] [for any one occurrence, or series of occurrences, arising out of any one event **OR** in the annual aggregate] for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Project, provided that such insurance is available at commercially reasonable rates and terms. The Consultant shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the UK or EU;
- (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- (c) on terms that:

- (i) do not require the Consultant to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 5.2 Any increased or additional premium required by insurers because of the Consultant's claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.
- 5.3 The Consultant shall not, without the Beneficiary's written consent:
 - (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Consultant; or
 - (b) by any act or omission lose or affect the Consultant's right to make, or proceed with, that claim against the insurers.
- 5.4 The Consultant shall immediately inform the Beneficiary if the Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Consultant and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Consultant regarding the Project and the Property, without that insurance.
- 5.5 Whenever the Beneficiary reasonably requests, the Consultant shall send the Beneficiary evidence that the Consultant's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Consultant's insurers or brokers confirming:
 - (a) the Consultant's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.

6. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Consultant under this agreement after 12 years from the date of practical completion of the Services.

7. ASSIGNMENT

- 7.1 The Beneficiary may assign the benefit of this agreement on two occasions to any person with an interest in the Project.

7.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

7.3 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

8. NOTICES

8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice, as set out below:

(a) [CONSULTANT]: [CONTACT] [ADDRESS]

(b) [BENEFICIARY]: [CONTACT] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 A notice shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under or in connection with it.

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by two directors **OR** a director and its secretary

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by a director in the presence of

.....
[SIGNATURE OF DIRECTOR]
Director

Witness signature

Witness name
BLOCK CAPS

Address

Occupation

Executed as a deed by affixing the
Common Seal of **OXFORDSHIRE
COUNTY COUNCIL** in the
presence of:

County Solicitor/
Designated Officer

DATED

CONSULTANT'S COLLATERAL WARRANTY

relating to a project at

[SHORT DESCRIPTION OF PROPERTY OR WORKS]

between

[CONSULTANT]

and

OXFORDSHIRE COUNTY COUNCIL

CONTENTS

CLAUSE

PARTIES 1

BACKGROUND..... 1

AGREED TERMS 1

1. Interpretation 1

2. Comply with Professional Appointment 3

3. No instructions to Consultant by Beneficiary..... 5

4. Copyright..... 5

5. Professional indemnity insurance 5

6. Liability period 6

7. Assignment 6

8. Notices 7

9. Third party rights 7

10. Governing law and jurisdiction..... 7

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Consultant**).
- (2) OXFORDSHIRE COUNTY COUNCIL of County Hall, New Road, Oxford OX1 1ND (**Beneficiary**).

BACKGROUND

- (A) The Client has engaged the Consultant to perform the Services in relation to the Project.
- (B) The Client has [entered into an agreement with the Beneficiary for work on new educational facilities/work on the highway¹ and] requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- (C) The Consultant has agreed to enter into this agreement with the Client and the Beneficiary, for the benefit of the Beneficiary.
- (D) The Beneficiary has paid £10 to the Consultant and the Client as consideration under this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51) and the related Approved Code of Practice issued by the Health and Safety Commission.

Client: [NAME] whose registered office is at [].

Deleterious: materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or

¹ This recital should describe the nature of the agreement between the authority and the developer.

- (b) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.

Professional Appointment: an agreement in writing dated [DATE] between the Consultant and the Client

Programme: the programme, as defined in the Professional Appointment.

Project: [DESCRIPTION OF PROJECT].

Property: [DESCRIPTION OF PROPERTY].

Required Standard: all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services on works similar in scope and character to the Project.

Services: The services referred to in the Professional Appointment, performed by or on behalf of the Consultant under the Professional Appointment.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.

2. COMPLY WITH PROFESSIONAL APPOINTMENT

- 2.1 The Consultant warrants to the Beneficiary that:
- (a) it has complied, and shall continue to comply, with its obligations under the Professional Appointment, including its obligations to:
- (i) carry out and fulfil, in all respects, the duties of a designer [and Principal Designer]² under the CDM Regulations;
 - (ii) not, without the Client's written consent, make any material change to the designs or specifications for the Project after they have been settled or approved; and
 - (iii) act fairly and impartially when exercising its power to issue certificates and award extensions of time under any building contract relating to the Project.
- (b) it has exercised and shall continue to exercise the Required Standard:

² This wording will not apply unless the Consultant is appointed as the Principal Designer.

- (i) when performing the Services;
- (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use;
- (iii) to comply with (and ensure the completed Project complies with) any:
 - (A) Act of Parliament;
 - (B) instrument, rule or order made under any Act of Parliament; and
 - (C) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected;
- (iv) to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project.

2.2 In proceedings for breach of this clause 2, the Consultant may:

- (a) rely on any limit of liability or other term of the Professional Appointment; and
- (b) raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Client, under the Professional Appointment (for this purpose not taking into account any set-off or counterclaim against the actual client under the Professional Appointment).

2.3 The Consultant's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Property; or
 - (ii) the Project; or
 - (iii) any designs or specifications for the Property or the Project; or
 - (b) any testing of any work, goods, materials, plant or equipment; or
 - (c) any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Client.

2.4 This agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

3. NO INSTRUCTIONS TO CONSULTANT BY BENEFICIARY

The Beneficiary may not give instructions to the Consultant under this agreement.

4. COPYRIGHT

4.1 The Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project and the Property, including any of the Permitted Uses.

4.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Consultant.

4.4 The Consultant shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

4.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Consultant. On the Beneficiary's payment of the Consultant's reasonable charges for providing the copy (or copies), the Consultant shall provide the copy (or copies) to the Beneficiary.

5. PROFESSIONAL INDEMNITY INSURANCE

5.1 The Consultant shall maintain professional indemnity insurance for an amount of at least £[SUM under appointment] [for any one occurrence, or series of occurrences, arising out of any one event **OR** in the annual aggregate] for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Project, provided that such insurance is available at commercially reasonable rates and terms. The Consultant shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the UK or EU;
- (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- (c) on terms that:

- (i) do not require the Consultant to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 5.2 Any increased or additional premium required by insurers because of the Consultant's claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.
- 5.3 The Consultant shall not, without the Beneficiary's written consent:
 - (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Consultant; or
 - (b) by any act or omission lose or affect the Consultant's right to make, or proceed with, that claim against the insurers.
- 5.4 The Consultant shall immediately inform the Beneficiary if the Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Consultant and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Consultant regarding the Project and the Property, without that insurance.
- 5.5 Whenever the Beneficiary reasonably requests, the Consultant shall send the Beneficiary evidence that the Consultant's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Consultant's insurers or brokers confirming:
 - (a) the Consultant's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.

6. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Consultant under this agreement after 12 years from the date of practical completion of all of the Project.

7. ASSIGNMENT

- 7.1 The Beneficiary may assign the benefit of this agreement on two occasions to any person with an interest in the Project.
- 7.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

7.3 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

8. NOTICES

8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice, as set out below:

- (a) [CONSULTANT]: [CONTACT] [ADDRESS]
- (b) [BENEFICIARY]: [CONTACT] [ADDRESS]
- (c) or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 A notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under or in connection with it.

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by two directors **OR** a director and its secretary

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by a director in the presence of

.....
[SIGNATURE OF DIRECTOR]
Director

Witness signature

Witness name
BLOCK CAPS

Address

Occupation

Executed as a deed by affixing the Common Seal of **OXFORDSHIRE COUNTY COUNCIL** in the presence of:

County Solicitor/
Designated Officer

DATED

CONTRACTOR'S COLLATERAL WARRANTY

relating to a project at

[SHORT DESCRIPTION OF PROPERTY OR WORKS]

between

[CONTRACTOR]

and

OXFORDSHIRE COUNTY COUNCIL

CONTENTS

CLAUSE

PARTIES	1
BACKGROUND.....	1
AGREED TERMS	1
1. Interpretation	1
2. Comply with Building Contract.....	3
3. No instructions to Contractor by Beneficiary	4
4. Copyright.....	4
5. Professional indemnity insurance	5
6. Liability period	6
7. Assignment	6
8. Notices	6
9. Third party rights	7
10. Governing law and jurisdiction.....	7

THIS AGREEMENT is dated

2013

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**).
- (2) OXFORDSHIRE COUNTY COUNCIL of County Hall, New Road, Oxford OX1 1ND (**Beneficiary**).

BACKGROUND

- (A) The Employer has engaged the Contractor to carry out [design and] construction work.
- (B) The Beneficiary has [entered into an agreement with the Employer for work on new educational facilities/work on the highway¹] and has an interest in the [design and]² construction work.
- (C) The Employer requires the Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Contractor has agreed to enter into this agreement with the Employer and the Beneficiary for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £10 to the Contractor and the Employer as consideration under this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Building Contract: an agreement in writing dated _____ between the Employer and the Contractor.

Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

¹ This recital should describe the nature of the agreement between the Authority and the Developer.

² If the Building Contract is a design and build contract the square brackets at recitals (A), (B), clauses 1.1 and 2.1 can be removed.

Deleterious: materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément.

Employer: [NAME] whose registered office is at []

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension, building information modelling and repair of the Property and the Works.

Property: [DESCRIPTION OF PROPERTY].

Works: the [design,] construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Where the words **include(s)**, **including** or in **particular** are used in this agreement, they are deemed to have the words "without limitation" following them.

2. COMPLY WITH BUILDING CONTRACT

2.1 The Contractor warrants to the Beneficiary that:

- (a) it has complied, and shall continue to comply, with its obligations under the Building Contract, including its obligations to:
- (i) carry out and complete the Works properly;
 - (ii) use workmanship and materials of the quality and standard specified in the Building Contract; and
 - (iii) if appointed as such, carry out and fulfil, in all respects, the duties of a Principal Contractor under the CDM Regulations;
- (b) [without affecting clause 2.1(a), and to the extent that it takes responsibility for the same under the Building Contract, it:
- (i) has designed, or will design, the Works; and
 - (ii) has selected, or will select, goods, materials, plant and equipment for incorporation in the Works, with all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional

designer) undertaking the design of works similar in scope and character to the Works; and]

- (c) it [has used all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Works to **OR** has not and will] not specify or use any products or materials in the Works, which, at the time of specification [or use], are Deleterious.

2.2 In proceedings for breach of this clause 2, the Contractor may:

- (a) rely on any limit of liability or other term of the Building Contract; and
- (b) raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint employer, with the Employer, under the Building Contract (for this purpose not taking into account any set-off or counterclaim against the actual employer under the Building Contract).

2.3 The Contractor's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Property; or
 - (ii) the Works; or
 - (iii) any designs or specifications for the Property or the Works; or
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,
by or on behalf of the Beneficiary or the Employer.

2.4 This agreement shall not negate or diminish any duty or liability otherwise owed to the Beneficiary by the Contractor.

3. NO INSTRUCTIONS TO CONTRACTOR BY BENEFICIARY

3.1 The Beneficiary may not give instructions to the Contractor under this agreement.

4. COPYRIGHT

4.1 The Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of

any Material prepared by, or on behalf of, the Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

- 4.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Works, but not to reproduce the designs contained in the Material in any such extension.
- 4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Contractor.
- 4.4 The Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 4.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Contractor. On the Beneficiary's payment of the Contractor's reasonable charges for providing the copy (or copies), the Contractor shall provide the copy (or copies) to the Beneficiary.

5. PROFESSIONAL INDEMNITY INSURANCE

- 5.1 The Contractor shall maintain professional indemnity insurance for an amount of at least £[SUM under building contract] [for any one occurrence, or series of occurrences, arising out of any one event **OR** in the annual aggregate] for a period beginning on the date of this agreement and ending 12 years after the date of practical completion of the Works, provided that such insurance is available at commercially reasonable rates and terms. The Contractor shall maintain that professional indemnity insurance:
 - (a) with reputable insurers lawfully carrying on insurance business in the UK or EU;
 - (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
 - (c) on terms that:
 - (i) do not require the Contractor to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 5.2 Any increased or additional premium required by insurers because of the Contractor's claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.
- 5.3 The Contractor shall not, without the Beneficiary's written consent:

- (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Contractor; or
 - (b) by any act or omission lose or affect the Contractor's right to make, or proceed with, that claim against the insurers.
- 5.4 The Contractor shall immediately inform the Beneficiary if the Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Contractor regarding the Works and the Property, without that insurance.
- 5.5 Whenever the Beneficiary reasonably requests, the Contractor shall send the Beneficiary evidence that the Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Contractor's insurers or brokers confirming:
- (a) the Contractor's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.

6. LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Contractor under this agreement after 12 years from the date of practical completion of all of the Works.

7. ASSIGNMENT

- 7.1 The Beneficiary may assign the benefit of this agreement on two occasions to any person with an interest in the Works.
- 7.2 The Beneficiary shall notify the Contractor and the Employer of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
- 7.3 The Contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 7.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

8. NOTICES

- 8.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice, as set out below:

- (a) [CONTRACTOR]: [CONTACT] [ADDRESS]
- (b) [BENEFICIARY]: [CONTACT] [ADDRESS]
or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 A notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under or in connection with it.

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by two directors **OR** a director and its secretary

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

OR

Executed as a deed by **[NAME OF SUB-CONTRACTOR]** acting by a director in the presence of

.....
[SIGNATURE OF DIRECTOR]
Director

Witness signature

Witness name
BLOCK CAPS

Address

Occupation

Executed as a deed by affixing the Common Seal of **OXFORDSHIRE COUNTY COUNCIL** in the presence of:

County Solicitor/
Designated Officer

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred:
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>The property is identified</p> <p><input type="checkbox"/> on the attached plan and shown: <i>Plan to show clearly which boundary structures belong.</i></p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Transferee for entry in the register: The Oxfordshire County Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

County Hall, New Road, Oxford OX1 1ND
DX4310 Oxford

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- X The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- X full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

12.1.1 "**Development**" means development pursuant to planning permission ref no [] for []

12.1.2 "**Exercise Period**" means the period of eighty years from the date of this Transfer

12.1.3 "**Owner**" shall have the same meaning as is given to that term in the S.106 Agreement)

12.1.4 "**S106 Agreement**" means an agreement []

12.1.5 "**Service Conduits**" means sewers drains channels pipes watercourses wires cables and other conducting media and installations and ancillary equipment and associated facilities

12.1.6 "**Services**" means water soil effluent gas fuel oil electricity telephone telephonic signals television electronic communication and the like

12.1.7 "**Transferor's Adjoining Land**" means the adjoining land owned by the Transferor [shown edged green on the attached plan] ***this is part of the remainder of the S106 Site-relevant part to be determined at the date of the transfer***

12.2 Rights granted for the benefit of the Property

12.2.1 The Property is transferred together with the following rights subject to the encumbrances (if any) referred to in the Registers of Title Numbers [] as at [date]] and the conditions listed in clause 12.4 which rights are hereby granted or such rights have been excepted and reserved for the benefit of the Property:-

12.2.1.1 the right subject to obtaining prior written consent (such consent not to be unreasonably withheld or delayed) of the owners of the relevant part of the Transferor's Adjoining Land to enter onto such part of the Transferor's Adjoining Land as is reasonably necessary and as is not built upon nor intended to be built upon pursuant to the Planning Permission nor is part of a curtilage of a dwelling with vehicles plant and equipment for the purpose of carrying out works in connection with the construction of a school on the Property (and associated facilities) but not further or otherwise. - *does not apply if direct delivery*

12.2.1.2 a right of way at all times and for all purposes (in common with the Transferor and all others having the like right) with or without vehicles or on foot only or with bicycles (as appropriate) over any roads footpaths and cycleways which may be constructed at the date of this Transfer or within the Exercise Period on or over the Transferor's Adjoining Land and which are either proposed to be adopted by the highway authority as highways maintainable at the public expense or which are intended to provide access to and egress from the Property to the adopted highway

12.2.1.3 the right to construct connections and connect to any such roads and footpaths and cycle ways at such points as shown approximately on the relevant plan comprised in the S106 Agreement or as otherwise shall be approved by the Transferor (such approval not to be unreasonably withheld). *Note: if appropriate adapt to include agreed routes.*

12.2.1.4 until the rights conferred in clauses 12.2.1.2 and 12.2.1.3 above come into operation a right of way at all times and for all purposes with or without vehicles or on foot only (as appropriate) to the adopted highway over such reasonably convenient route on the Transferor's Adjoining Land as is not built upon nor intended to be built upon pursuant to the Planning Permission nor is

part of a curtilage of a dwelling as the Transferor shall from time to time agree with the Transferee (both parties acting reasonably) *Note: if appropriate remove/ adapt and include agreed route.*

12.2.1.5 the right to the free and uninterrupted passage and running of Services from and to the Property through and along any Service Conduits which may be laid or constructed at the date of this Transfer or within the Exercise Period under or through the Transferor's Adjoining Land

12.2.1.6 the right to enter upon so much of the Transferor's Adjoining Land (as is not built upon nor intended to be built upon pursuant to the Planning Permission nor is part of a curtilage of a dwelling) as shall be reasonably necessary for the purposes of laying Service Conduits and making connections to Service Conduits and of inspecting repairing maintaining renewing and cleansing any Service Conduits

12.2.1.7 all such rights of support from the Transferor's Adjoining Land as may be requisite to ensure the stability and integrity of the Property and of any buildings which are now or at any time within the Exercise Period shall be erected on the Property

12.3. The rights contained in clause 12.2 are subject to the following conditions:-

12.3.1 the position and specification of any connections or works pursuant to clause 12.2.1.6 shall be approved by the owner of the land on which the same are being effected (such approval not to be unreasonably withheld or delayed) and all requisite consents from any relevant authority or utility company for the same shall be obtained by the person exercising the rights before effecting such connections or works

12.3.2 The exercise of rights pursuant to Clause 12.2.1.6 shall be subject to giving prior reasonable notice in writing (save in case of emergency when as much prior notice as is reasonably practicable shall be given).

12.3.3 the person exercising the rights to enter pursuant to Clause 12.2.1.1, 12.2.1.3 and 12.2.1.6, shall cause as little disturbance as reasonably possible and make good any damage caused as soon as practicable

12.3.4 the person exercising the rights pursuant to Clause 12.2.1.5 shall contribute a fair and reasonable proportion of the costs of inspecting cleansing repairing maintaining renewing or replacing the Service Conduits (not forming part of the mains) through (or into) which the rights are exercised Provided always that this does not apply in respect of any of the Service Conduits provided for the school on the Property pursuant to the S106 Agreement.

12.3.5 the owner or occupier of the land in which the same are

situate may alter the position of the Service Conduits over or through (or into) which the rights are exercised (and the rights shall then apply to the altered position) PROVIDED that the supply of Services to or from the school shall not be disrupted or otherwise adversely affected by the relocation works or in consequence of the relocation of the Service Conduits

12.3.6 the person exercising the rights to enter pursuant to Clause 12.2.1.2 shall cause as little disturbance as reasonably possible and shall make good any damage caused to the roads footpaths or cycleways by the Transferees exercise of such rights and shall take reasonable steps to avoid the deposit of mud or other material on the roads footpaths or cycleways during any construction period and shall take reasonable steps to remove any such mud or other material

12.4 Rights reserved for the benefit of the Transferor's Adjoining Land

12.4.1 There are excepted and reserved out of the Property for the benefit of the Transferor and its successors in title the owners or occupiers (in common with all other persons having the like right) for the time being and from time to time of the whole or part of the Transferor's Adjoining Land the following rights;

12.4.1.1 All such rights of support from the Property as may be requisite to ensure the stability of any buildings which are now or at any time within the Exercise Period shall be erected on the Transferor's Adjoining Land

12.4.1.2 The right to develop the Transferor's Adjoining Land and to construct roads, Service Conduits and other infrastructure on the Transferor's Adjoining Land as may be required to facilitate the development or use of the Transferor's Adjoining Land and to use any part of the Transferor's Adjoining Land in whatever manner may be desired whether or not the access of light and air to the Property from time to time enjoyed by the Property shall be affected in any way

12.5 The Transferee hereby covenants with the Transferor that the Transferee will by way of indemnity only observe and perform the several covenants and conditions contained or referred to in the Registers of Title Numbers [] as at [date]] and will indemnify the Transferor against all actions costs claims demands losses and liability in respect of any future breach thereof so far as the same affect the Property are still subsisting and capable of taking effect

12.6 The Transferor hereby covenants with the Transferee that the Transferor will maintain and repair in good and substantial repair and condition the following:-

- 12.6.1 the routes of the rights of way referred to in clause 12.2.1.4 above until the rights conferred in clause 12.2.1.2 above come into operation
- 12.6.2 the roads footpaths and cycleways referred to in clause 12.2.1.2 above until they are adopted as highways maintainable at the public expense
- 12.6.3 sewers and drains and other drainage infrastructure serving the Property until such time as they are adopted by the statutory undertaker.
- 12.6.4 No later than three months from receipt of a written request to grant to the Transferee or any public or local authority or public utility company or other company or person such easements wayleaves rights liberties and privileges ("rights") as may be necessary to permit the laying construction and use of Service Conduits under or through the Transferor's Adjoining Land (together with rights of inspection repair maintenance renewal and cleansing of the Service Conduits) to secure the free and uninterrupted passage and running of Service from and to the Property Provided that such rights do not interfere with or adversely affect in a material way the Transferor's development on the Transferor's Adjoining Land
- 12.7 The Transferor hereby covenants with the Transferee to the intent that this covenant shall bind and run with the Transferor's Adjoining Land and each and every part thereof
- 12.7.1 [not to erect or cause or permit to be erected any mobile phone mast on any part of the Transferor's Adjoining Land which is within 200metres of the boundary of the Property
- 12.7.2 not to erect or cause or permit to be erected any fencing or other structure on any boundary between the Property and the Transferor's Adjoining Land unless it shall have been approved in writing by the Transferee as suitable for a school boundary and it is agreed that any such boundary structure so approved shall become part of the Property - *remove for direct delivery.*
- 12.8 Restrictive covenants by the Transferee
- The Transferee hereby covenants with the Transferor so as to benefit each and every part of the Transferor's Adjoining Land and so as to bind the Property and each and every part thereof into whosoever's hands the same may come:
- 12.8.1 not without the consent of the Transferor to cause or permit the Property to be developed and then used for a period of twenty (20) years from the date of this Transfer otherwise than for the use for the purposes of a [secondary/primary] school (and early years education

and as applicable nursery provision) and all legislation relating to publicly funded education together with all reasonably ancillary uses which may include (but shall not be limited to) extended school provision and after school activities together with the provision of community based activities which may include (but shall not be limited to) support services for families, children and older persons, family intervention services, adult learning, youth provision and lifelong learning or such other purposes required by the Department for Education from time to time

12.8.1 the Transferee must not do anything on the Property that may be or may become a nuisance or annoyance to the Transferor or the owners or occupiers for the time being of the Transferor's Adjoining Land, provided that this covenant shall not prevent the Transferee carrying out the building works necessary for the development of a school on the Property and for using the Property in accordance with the provisions of clause 12.8.1; and

12.8.3 not to park on or obstruct nor deposit rubbish or materials at any time on any parts of the roads footpaths and cycleways referred to in clauses 12.2.1.2 and 12.2.1.4.

12.9 It is agreed and declared as follows: -

12.9.1 Section 62 of the Law of Property Act 1925 shall not apply to this Transfer and except as expressly granted the Property shall not by virtue of the agreement for this transfer or this transfer be entitled to any easement right privilege or other appurtenance over the Transferor's Adjoining Land and except as expressly reserved the Transferor's Adjoining Land shall not be entitled to any easement right privilege or other appurtenance over the Property.

12.9.2 Nothing in this Deed shall create a building scheme

12.9.3. For avoidance of doubt the obligations, conditions and covenants on the part of the Owner contained in the S.106 Agreement in respect of the Property or as otherwise which may affect the use and occupation of the Property and which remain to be complied with shall continue in full force and effect from the date of this transfer

Rights granted for the benefit of the property

Rights reserved for the benefit of other land

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 07/08



Chief Legal Officer/Designated Officer

APPENDIX 15

**GALLAGHER
ESTATES** | Part of the
L&Q Group

Gallagher House, Gallagher Way, Warwick CV34 6AF
 e: mail@gallagherestates.com
 w: www.gallagherestates.com
 t: 01926 339339

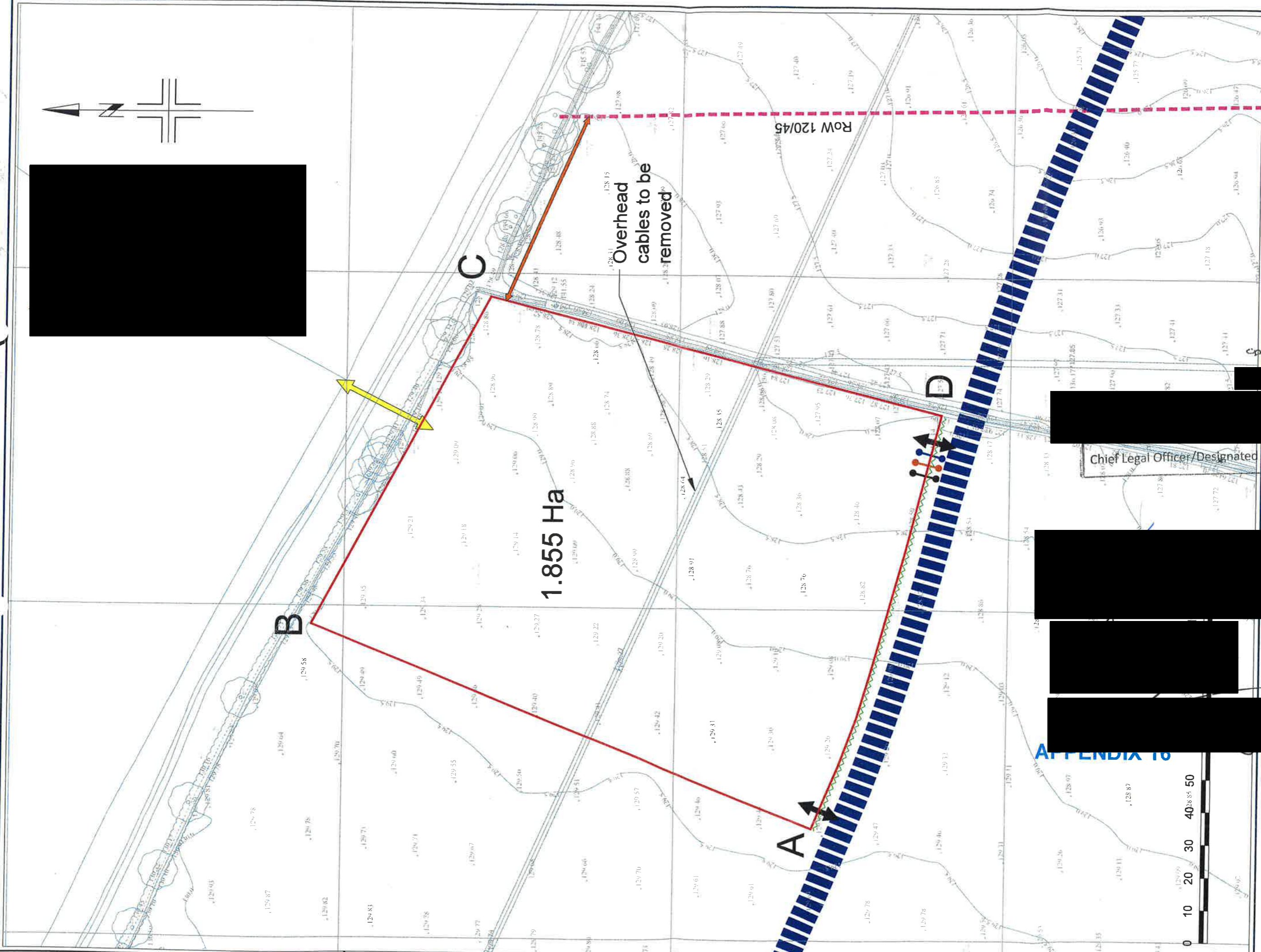
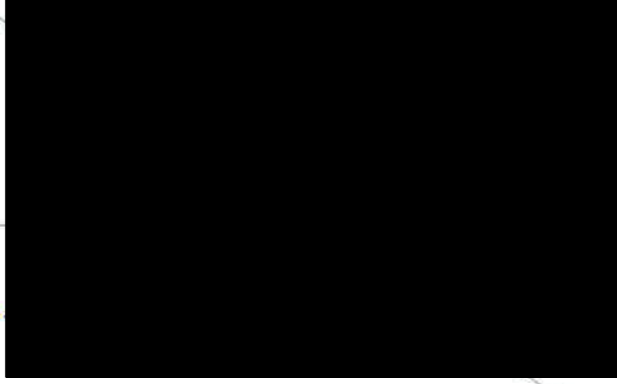
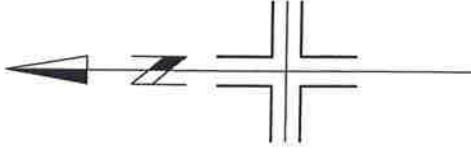
7 - Wykham Park Farm
 Primary School Land Transfer Plan

250 @A3	DATE: 29/03/2018	DRAWN: SC	REVISION:
DRAFT	DRAWING No: 8686-016		

Primary School Expansion
 Land Transfer Boundary

99102707

Only figures shown in this drawing do not scale. Any discrepancies must be reported to the Company before the start of any construction. The Company makes no guarantee as to the accuracy of this drawing. The drawing is for information only. It is not to be used for any other purpose. Drawing No: 8686-016 and 10020702.



1.855 Ha

Overhead cables to be removed

Row 120/45

B

C

D

A

Chief Legal Officer/Designated Officer

APPENDIX 10



- Secondary School Expansion Transfer Area (1.855 Ha)
- Vehicular/Pedestrian Access (7.5m wide with 2.0m either side, Radius 7.5m). Approximate location shown
- proposed access route between secondary school and secondary school expansion land.
- Contingency access to Right of Way Ref 120/47
- Existing Public Right of Way Ref 120/47
- School frontage
- Strategic Spine
- Boundary to be c...
- erection of 2.1 m...
- Surface water discharge lateral
- Foul water discharge lateral
- Utilities (Gas, Water, Electric, Telecom laterals)

GALLAGHER ESTATES | Part of the L&O Group

Gallagher House, Gallagher Way, Warwick CV34 6AF
E: mail@gallagherstates.com
T: 01926 839333

PROJECT:	Ban 17 - Wykham Park Farm
TITLE:	Secondary School Expansion Plan
DATE:	22/08/2018
SCALE:	1:500 @ A1
STATUS:	DRAFT
DESIGNED BY:	8865-018
DRAWN BY:	SC
REVISION:	A

DATE:	04/02/2019
BY:	[Redacted]
NO:	
DESCRIPTION:	Contingency link to Right of Way Ref 120/47

NO:	
DESCRIPTION:	[Redacted]

DATED.....20[.]

OXFORDSHIRE COUNTY COUNCIL

-and-

(OWNER)

-and-

(DEVELOPER)

draft

Agreement relating to highway works at [] to be undertaken
by Developer (with optional provision for contribution)
¹only applies if contribution

Nick Graham
Chief Legal Officer and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED is made on the _____ day of

Two Thousand and []

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")
- (2) _____ ("the Owner")
- (3) _____ (company registration
number) ("the Developer")
- (4) _____

1. Interpretation

In this Deed:-

- 1.1 "the 1980 Act" means the Highways Act 1980
- 1.2 "the 1990 Act" means the Town and Country Planning Act 1990
- 1.3 "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually been executed and completed required under Condition 29 of the Standard Conditions
- 1.4 "Certificate of Completion" means a certificate issued under Condition 30 of the Standard Conditions
- 1.5 "the Contribution" means the sum of _____ Index-Linked
- 1.6 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority or planning authority and any duly appointed employee or agent of the Council or such successor

1.7 "the Dedication Plan" means the plan marked 'B' annexed to this Deed or such other plan as the Owner [the Developer and the Mortgagee] and the Council agree should be substituted for it

1.8 ["the Developer" means _____ of/ whose registered office is at _____ and its successors in title and assigns]

1.9 "the Development" means [_____]

1.10 "Implementation" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "implement" and "implemented" shall be construed accordingly

1.11 "including" means including without limitation and 'include' shall be construed accordingly

1.12 "Index-Linked" means adjusted according to any increase occurring between _____ and the date of payment to the Council in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1	Labour & Supervision	25%
Index 2	Plant & Road Vehicles	25%
Index 3	Aggregates	30%
Index 9	Coated Macadam & Bitumous Products	20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in

such other manner as may be agreed in writing by the Owners and the County Council

1.13 "the Infrastructure" means the provision of [] including their design and expense

1.14 "the Maintenance Costs" means the sum of () Index Linked as calculated in respect of the cost of future maintenance of the Works

1.15 ["the Mortgagee" means the said of/whose registered office is at and its successors in title and assigns]

1.16 "the Off-Site Works" means such part of the Works (if any) as is to be executed outside the Site

1.17 "the Owner" means the said of/ whose registered office is at and its successors in title and assigns

1.18 "the Planning Application" means the application for planning permission for the Development numbered

ALTERNATIVE

"the Planning Permission" means planning permission reference number [] for the Development of the Site

1.19 "the Site" means the land Oxfordshire shown edged black on the Site Plan

1.20 "the Site Plan" means the plan marked "Plan A" annexed to this Deed

1.21 "the Standard Conditions" means the Council's Standard Conditions for the Control of Highway Works in Conjunction

with Development (2016 Edition) a copy of which is annexed to this Deed

1.22 "the Works" means the works specified in the Schedule

1.23 "the Works Plan" means the drawing(s) numbered [] annexed to this Deed

1.24 Any reference to an enactment includes any amendments to or modifications of it and the version of it for the time being in force shall apply

1.25 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation

1.26 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed

1.27 Where the context so requires:-

1.27.1 the singular includes the plural and vice versa

1.27.2 the masculine includes the feminine and vice versa

1.27.3 persons includes bodies corporate associations and partnerships and vice versa

1.28 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons

1.29 Where more than one party enters into any obligation or liability those parties are jointly and severally liable

1.30 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is

done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1 The Owner is the owner of freehold of the Site registered with absolute title under title number [] subject to an Option in favour of the Developer (and/or) a Charge in favour of the Mortgagee but otherwise] free from incumbrances as the Owner hereby warrants
- 2.2 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site
- 2.3 For the purposes of the 1980 Act, the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site
- 2.4 [The (Owner/Developer) [has] submitted the Planning Application for the Development to the district planning authority

Alternative 1

- 2.5 The district planning authority is minded to grant planning permission for the Development subject inter alia to the completion of this Deed]

Alternative 2

It is a condition of the Planning Permission that the Development shall not be [] before certain works (which the Council is authorised to execute) are

executed for the provision of safe and convenient access to the Site from the highways in the vicinity.

Alternative 3

The Owner has/it has been agreed [by virtue of an agreement pursuant to Section 106 of the 1990 Act dated [] and made between []] that the Development shall not be implemented [as therein defined] prior to the completion of this Deed and shall not be occupied prior to the completion of the Works in accordance with the Deed

- 2.6 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act
- 2.7 It has been agreed between the Owner and the Council that in lieu of the Owner paying the cost of the Off-Site Works the Off-Site Works should be executed by the Owner in conjunction with the carrying out of the Development
- 2.8 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980 Act [Section 106 of the 1990 Act], Section 111 of the Local Government Act 1972 and all other enabling powers [and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner the Developer and the Mortgagee in respect of the Site and enforceable by the Council
- 2.9 [The covenants in this Deed (except that in clause 8 which shall take immediate effect) shall be conditional upon the granting of planning permission for the Development]

3. **Covenants**

The Owner and the Developer covenant:-

- 3.1 not to cause or permit [any planning permission obtained for the Development the Planning Permission to be implemented (save insofar as is necessary for the execution of the Works)]building forming part of the Development [to be occupied] [to open for business] before the Works have been completed]
- 3.2 to execute the Works entirely at his/its own expense and to the satisfaction of the Council
- 3.3 in executing the Works to observe and perform all the obligations which fall on "the Developer" under the Standard Conditions and
- 3.4 to complete the Works not later than and in any event within from the date on which the Works started
- 3.5 not to commence the Works until the Maintenance Costs have been paid to the Council and to pay Maintenance Costs to the Council prior to commencing the Works.
- 3.6 to give the Council written notice of any disposal of an interest in the Site and of the name and address of the new owner and the date of the disposal within 14 days of such disposal
- 3.7 to pay the Contribution to the Council prior to [] and not to cause or permit any planning permission obtained for the Development to be implemented **OR** any building forming part of the Development to be occupied **OR**

to open for business until it has paid the Contribution to the Council

3.8 if any payment to be made to the Council is not paid on or before the due date for payment to pay interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc from such due date to the date of payment¹

4. Adoption as Highway

4.1 On the issue of a Certificate of Completion for the Works the whole of the land shown [hatched black] on the Dedication Plan (subject to modification as provided in clause 4.2) shall be deemed to have been dedicated as public highway (for all public highway purposes including use by mechanically propelled vehicles) and shall thereafter subject to Conditions 34 and 35 of the Standard Conditions be a highway maintainable at public expense

4.2 The Council may after consideration of the As-Built Drawings require the substitution of a modified dedication plan in which event that shall be agreed with the Owner [the Developer the Mortgagee] and the dedication as provided in clause 4.1 shall have effect in respect of the modified area

4.3 the Owner [and the Mortgagee] consent to the noting of the provisions of clause 4 of this Deed on the register under title number []

5. Application of Monies Received

The Council shall not apply the Contribution for any purpose other than the Infrastructure (or any alternative which achieves similar benefits) in such form and at such time as the Council shall in their discretion decide]¹

5/6 **Act Reasonably**

Where a matter falls within a party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed (including the Standard Conditions) without undue delay

6/7 **[the Mortgagee]** (*consider further amendment to accord with mortgagee provision in Section 106 agreement*)

The Mortgagee acknowledges that the Site is bound by the obligations contained in this Deed [and in the event that the dedication area is revised further to clause 4.2 the Mortgagee agrees that any part of the dedication area which is subject to its charge shall be released from such charge on dedication pursuant to clause 4.1 and the Mortgagee will execute such further documentation as may be required to effect this]

7/8 **Costs**

7.1 The Owner shall on completion of this Deed pay the reasonable legal costs of the Council in connection with the preparation and completion of this Deed [and [] towards the costs of administering and monitoring the provisions of this Deed relating to the Contribution]

7.2 The Owner will reimburse the Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the Council

7.3 [The Owner will not claim any compensation in respect of the provision of this Deed]

8. Third Party Rights

This Deed does not create any right enforceable by any person not a party to it except that it may be enforced by the successors in title and assigns of the parties and by any successor to the Council's statutory functions

9. Notice

Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Planning & Place of the Council (Ref) County Hall, New Road, Oxford OX1 1ND or to such other person at such other address as the Council shall direct from time to time [and any notice or notification to be given to [] shall be sent to [] or to such other person at such address as the [] shall notify in writing to the Council from time to time

10. No Waiver

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Owner/the Developer/the Mortgagee from any liability under this Deed

11. No Fetter

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity

12. VAT

All works undertaken pursuant to and all payments made in accordance with the terms of this Deed shall be exclusive of value added tax and the Owner shall pay the Council any value

added tax properly payable on any sums paid to the Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owner

13. Jurisdiction

This Deed is governed by and interpreted in accordance with the Law of England

14. Delivery

The provisions of this Deed shall be of no effect until this Deed has been dated

IN WITNESS whereof the parties hereto have executed this Deed as a deed the day and year first before written

SCHEDULE

The Works

(1) **Principal Works**

The provision and construction in the position indicated in principle on the Works Plan of the following works ("the Principal Works")

(a)

(b)

(c)

(2) **Preparatory and Ancillary Works**

The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Works such alteration thereof) as the Council shall consider requisite for the proper construction and functioning of the Principal Works including:-

(a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works

(b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water

(c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works

(d) all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs

- (e) all kerbs islands verges and reservations including the grading and seeding of grassed areas
- (f) all measures necessary to ensure visibility for drivers at any bend or junction
- (g) all traffic signs road markings bollards and safety barriers
- (h) all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

(3) **Amenity and Accommodation Works**

The provision and construction of all such amenity and accommodation works as the Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

- (a) any earth bunds and/or planting necessary to screen the Principal Works
- (b) all fences gates hedges and other means of separation of the Principal Works from adjoining land
- (c) any necessary alteration of any private access or private or public right of way affected by the Principal Works
- (d) any necessary embankments retaining walls or other things necessary to give support to adjoining land

[STANDARD CONDITIONS]

[EXECUTION]

OXFORDSHIRE COUNTY COUNCIL

STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

CONTENTS

GENERAL	1
1. Interpretation	1
2. Relationship with Agreement	2
3. Communications with the Council	2
4. Approvals and Certificates	2
5. Council to act in default or emergency	2
6. Indemnity	3
7. Health and Safety	3
8. Payments	3
PRELIMINARIES	4
9. Submissions to the Council	4
10. Undertakers' Apparatus	7
11. Authorisations	8
12. Bond	9
13. Monitoring and other costs	9
14. Insurance	10
15. Contractors	10
16. Preconditions to letting contract	10
IMPLEMENTATION OF THE WORKS	11
17. Commencement of Works	11
18. No work pending approvals etc	11
19. General conduct	11
20. Monitoring of site and materials	12
21. Errors and defects	12
22. Suspension of Work	12
23. Variations and additions	12
24. Prevention of noise, disturbance etc	13
25. Protection of Highway	13
26. Safeguarding of Completed Work	14
COMPLETION AND CONSEQUENTIAL MATTERS	14
27. Completion of Works	14
28. Pre completion - clearance of site and Stage 3 Safety Audit	14
29. Health and Safety	15
30. Completion Certificate	15
31. Dedication as Highway	15
32. Easements	15
33. Noise Insulation	16
34. Remedying of Defects and Outstanding Works	16
35. Stage 4 Road Safety Audit	16
36. Release of Bond	17

Nick Graham
Director of Law & Governance and Monitoring
Officer
County Hall
New Road
Oxford OX1 1ND

Director of Planning & Place
County Hall
New Road
Oxford OX1 1ND

2016 Edition

ANNEX 17/2 - THE 2011-12 BUDGET

ANNEX 17/2 - THE 2011-12 BUDGET

ANNEX 17/2 - THE 2011-12 BUDGET

Item	2011-12	2010-11
1.000	100	100
1.001	100	100
1.002	100	100
1.003	100	100
1.004	100	100
1.005	100	100
1.006	100	100
1.007	100	100
1.008	100	100
1.009	100	100
1.010	100	100
1.011	100	100
1.012	100	100
1.013	100	100
1.014	100	100
1.015	100	100
1.016	100	100
1.017	100	100
1.018	100	100
1.019	100	100
1.020	100	100
1.021	100	100
1.022	100	100
1.023	100	100
1.024	100	100
1.025	100	100
1.026	100	100
1.027	100	100
1.028	100	100
1.029	100	100
1.030	100	100
1.031	100	100
1.032	100	100
1.033	100	100
1.034	100	100
1.035	100	100
1.036	100	100
1.037	100	100
1.038	100	100
1.039	100	100
1.040	100	100
1.041	100	100
1.042	100	100
1.043	100	100
1.044	100	100
1.045	100	100
1.046	100	100
1.047	100	100
1.048	100	100
1.049	100	100
1.050	100	100
1.051	100	100
1.052	100	100
1.053	100	100
1.054	100	100
1.055	100	100
1.056	100	100
1.057	100	100
1.058	100	100
1.059	100	100
1.060	100	100
1.061	100	100
1.062	100	100
1.063	100	100
1.064	100	100
1.065	100	100
1.066	100	100
1.067	100	100
1.068	100	100
1.069	100	100
1.070	100	100
1.071	100	100
1.072	100	100
1.073	100	100
1.074	100	100
1.075	100	100
1.076	100	100
1.077	100	100
1.078	100	100
1.079	100	100
1.080	100	100
1.081	100	100
1.082	100	100
1.083	100	100
1.084	100	100
1.085	100	100
1.086	100	100
1.087	100	100
1.088	100	100
1.089	100	100
1.090	100	100
1.091	100	100
1.092	100	100
1.093	100	100
1.094	100	100
1.095	100	100
1.096	100	100
1.097	100	100
1.098	100	100
1.099	100	100
1.100	100	100

OXFORDSHIRE COUNTY COUNCIL

STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

GENERAL

1. INTERPRETATION

In these Conditions:-

- 1.1 "the Agreement" means any agreement or other instrument by which these Conditions are applied.
- 1.2 "Authorisations" has the meaning given in Condition 11.1.
- 1.3 "the Bond" means the bond referred to in Condition 12.
- 1.4 "the Certificate of Completion" means the certificate issued under Condition 30.
- 1.5 "Contractor" includes an agent and any sub-contractor or agent of a main contractor.
- 1.6 "the Council" means the Oxfordshire County Council of County Hall New Road Oxford OX1 1ND and, so far as the context admits, includes any employee or contractors duly appointed by them.
- 1.7 "the Developer" means the person or persons by whom the Agreement requires the Works to be executed.
- 1.8 "including" means including without limitation or prejudice to the generality of any preceding description defining term phrase or word(s) and 'include' shall be construed accordingly.
- 1.9 "Safety Audit" means a safety audit in accordance with Oxfordshire Safety Audit Guideline as revised from time to time and incorporating H.D. 19/15 (Road Safety Audit Volume 5 design manual for roads and bridges)
- 1.10 "the Scheme of Works" means the matters specified in Conditions 9.1 – 9.3 as may for the time being have been varied and/or augmented under Condition 11 and/or Condition 23.
- 1.11 "statutory requirements" means the requirements of any enactment (being any act and any subordinate legislation as defined in the Interpretation Act 1978) national guidance or good practice guides.
- 1.12 "the Works" means the works which the Agreement requires to be executed in accordance with these Conditions and references to "the Works" includes each and every part of them.
- 1.13 The headings are for ease of reference and shall not affect the construction or interpretation of these Conditions.

1.14 References to the Construction (Design and Management) Regulations are to the Construction (Design and Management) Regulations 2015 as varied or replaced from time to time.

1.15 Any reference to any enactment includes any amendments to or modification of it and the version of it for the time being in force shall apply.

2. RELATIONSHIP WITH AGREEMENT

These Conditions shall be construed together with and subject to the Agreement and in the event of any inconsistency between the Conditions and the Agreement the latter shall prevail.

3. COMMUNICATIONS WITH THE COUNCIL

Any notice or other communication required by these Conditions to be given by the Developer to the Council shall be given in writing to the Council's Director for Environment & Economy at his main office at County Hall, New Road, Oxford OX1 1ND or to such other person and/or at such other place as he may identify in writing to the Developer.

4. APPROVALS AND CERTIFICATES

4.1 No approval consent authorisation or payment as specified in Condition 4.3 shall create any contractual relationship between the Developer and the Council beyond that contained in the Agreement or operate in any way as a warranty or otherwise imply that the subject matter of such approval consent authorisation or payment is fit for its intended purpose nor shall it relieve the Developer or any professional adviser or contractor engaged in connection with the Works from their respective obligations to use all proper skill and care in respect of the Works.

4.2 The Council will not be liable for any loss damage or injury which the Developer may sustain arising from action taken in consequence of such approval consent authorisation or payment.

4.3 The matters referred to in Condition 4.1 are:

4.3.1 any approval or consent given by the Council in respect of the discharge by the Developer of its obligations under these Conditions; or any technical approval or consent issued by the Council in respect of the Works.

4.3.2 any authorisation given or implied by or under these Conditions in respect of anything done or to be done by the Developer on or in relation to any highway; or any payment made by the Developer to the Council under these Conditions.

5. COUNCIL TO ACT IN DEFAULT OR EMERGENCY

5.1 In the event that either of the following circumstances occur:-

5.1.1 if the Developer shall be materially in default in respect of any of the provisions of the Agreement including these

Conditions requiring work to be done or not done, or to be done in a particular manner or by a particular time and if such default continues after the Council have given to the Developer not less than 21 days' written notice of the steps they require to be taken to remedy such default; or

- 5.1.2 if it shall appear to the Council at any time during the course of execution of the Works that danger to persons or prejudice to the structure or stability of the public highway or of adjoining land exists or is imminent, and that it is not reasonably practicable to cause the Developer to take the necessary remedial steps forthwith;

the Council may take such steps themselves to the exclusion of the Developer and charge the expenses incurred (including their reasonable administrative costs) against the Developer.

- 5.2 Such expenses will be a debt due to the Council and recoverable by them by action or otherwise and for the avoidance of doubt the Council may recover such expenses under the Bond where the Council has taken such steps because the Developer is in default as provided in Condition 5.1.1 or where the Council has taken such steps in an emergency further to Condition 5.1.2 and in the latter case the Developer has failed to discharge the Council's expenses.

6. INDEMNITY

The Developer shall indemnify the Council and keep them indemnified against;

- 6.1 all actions, liabilities, claims, costs and proceedings which may arise from the execution and completion of the Works (except insofar as may arise from the negligence or default of the Council) and from anything done or not done by the Developer or by its employees or contractors in connection with the Works;
- 6.2 all actions, liabilities, claims, costs and proceedings arising in connection with or incidental to or in consequence of the lawful use of the highway following upon the carrying out or completion of the Works under the Land Compensation Act 1973 or under regulations made pursuant to Section 20 of the Land Compensation Act 1973 (insulation against noise) and any grants made by the Council under such regulations in accordance with its established policy. The Council may by advertisement invite claims under the Land Compensation Act 1973 and under regulations made pursuant to Section 20 of that Act.

7. HEALTH AND SAFETY

The Developer shall act as the only client in respect of the Works for the purposes of The Construction (Design and Management) Regulations.

8. PAYMENTS

Where the Council seeks any payment further to these Conditions then save where there is express provision as to timing for payment such

payment shall be due within 28 days of written request from the Council and if payment is not made within such 28 day period (or where applicable such other period as expressly provided) then interest at 4% per annum above the base rate from time to time of Lloyds Bank PLC shall be payable from the expiration of the 28 day period until the date of payment.

PRELIMINARIES

9. SUBMISSIONS TO THE COUNCIL

The Developer shall submit to the Council the information and other matters specified in column 1 below in accordance with the timetable set out in column 2 below and the notes set out in column 3 below: -

Highway Matters

9.1

Information	Timetable	Notes
Detailed plans (which shall include a layout plan to a scale of 1:1250 or 1:2500 according to whichever is the Ordnance Survey base scale for the area), drawings and specifications of the Works (including the drainage of them) and the materials to be used to comply with the relevant standards and specifications of the Council for the time being in force, together with such structural and drainage calculations as the Council may consider necessary having regard to the nature of the Works;	No later than 3 months before any tender is invited for the execution of the Works	There shall be paid to the Council on the submission a sum equal to 0.4% of the estimated gross cost of the Works as identified in Condition 12

9.2

Information	Timetable	Notes
A detailed programme designed to ensure the orderly and timely execution and completion of the Work with the minimum of disturbance and disruption to use of the highway and occupiers of property and to facilitate the implementation of any such measures in respect of undertaker's apparatus as may be identified pursuant to Condition 10.	No later than 2 weeks after the acceptance of any tender for the execution of the Works	Significant programme changes to be identified not less than 2 weeks prior to the change

9.3

Information	Timetable	Notes
<p>(a) Measures for the control of vehicles and plant to be used in the course of execution of the Works (including vehicles engaged on the transport of materials and equipment to and from the Works) and measures for traffic regulation in order to minimise and/or alleviate damage to the highway disturbance to occupiers of property and disturbance and disruption to use of the highway (including traffic congestion) ;and</p> <p>(b) traffic safety measures and measures including lights, guards, fencing and warning signs in order to protect the Works and/or for the safety and convenience of the public</p>	No later than 2 weeks before the Works are expected to commence	

9.4

Information	Timetable	Notes
Safety Audit Stage 2 Report	No later than 3 months before any tender is invited for the execution of the Works	

9.5

Information	Timetable	Notes
Details in accordance with Condition 15 of the persons proposed to be invited to tender.	No later than 1 month before any tender is invited for the execution of the Works.	

Other Matters

9.6

Information	Timetable	Notes
Details of the bondsman proposed to be given pursuant to Condition 12, together with any bills of quantities or tenders which the Developer wishes the Council to take into account under that Condition.	No later than 1 month before the Works are expected to commence.	

9.7

Information	Timetable	Notes
Details of the insurances required by Condition 14.	No later than 1 month before the Works are expected to commence.	

9.8

Information	Timetable	Notes
<p>Part 1</p> <p>Noise survey and assessment and modelling sufficient to establish whether any properties will be eligible for noise insulation according to regulation 3 or regulation 4 (as applied by the Council) of the Noise Insulation Regulations 1975 applying the requirements of the Design Manual of Roads and Bridges Volume 11 – Environmental Assessment and the Calculation of Road Traffic Noise 1988 to be undertaken by a noise expert approved by the Council.</p>	No later than 1 month before the Works are expected to commence or earlier than 3 months before the Works are expected to commence.	<p>Precise timing of survey to be agreed with the Council.</p> <p>Location of the survey/testing to be advised to the Council and if applicable adjusted to ensure regulatory compliance.</p>

Information	Timetable	Notes
<p>Part 2</p> <p>If the assessment concludes that there will be any property eligible for noise insulation to submit to the Council:</p> <p>(a) a map and list of all eligible properties. ¹</p> <p>(b) a list of all occupiers and landlords</p> <p>a survey and assessment for each eligible property of the work to be carried out to comply with requirements of the Noise Insulation Regulations 1975 and the specification for that work</p>	As above	

9.9

Information	Timetable	Notes
<p>Condition survey (comprising photographs) of land and highway adjoining and neighbouring the site of the Works together with such further areas as the Council may require.</p>	<p>No later than 1 month before the Works are expected to commence.</p>	

9.10

Information	Timetable	Notes
<p>Notification of the identity of the contractor who has submitted a successful tender.</p>	<p>No later than 2 weeks after the acceptance of any tender for the execution of the Works.</p>	

In any particular case any information or matter may be submitted to the Council at such later time as the Council may consider expedient subject to the Council identifying such later time in writing.

10. UNDERTAKERS' APPARATUS

10.1 The Developer shall in preparing the Scheme of Works consult every undertaker within the meaning of the New Roads and Street Works Act 1991 whose apparatus or services lie in, on, under or over the site of the Works or may otherwise be affected by the Works (whether or not it is intended to connect into such services in connection with the Works), with a view to the identification and implementation of any measures considered necessary by the

¹ Dwellings and other buildings used for residential purposes which will be not more than 300 metres from the edge of the carriageway of the highway after completion of the work.

undertakers for the protection of, or otherwise in relation to, their apparatus or services, and shall be responsible for all dealings with such undertakers in respect of the implementation of such measures and for all costs payable to the undertakers in that behalf.

10.2 For the avoidance of doubt the Developer shall comply with statutory requirements relating to street works (as defined in the 1991 Act).

11. AUTHORISATIONS

11.1 Authorisations signifies all rights, approvals and consents and any other requisite action to enable the Works to be properly and lawfully executed and completed (in accordance with the Agreement including these Conditions) and the subsequent implementation and functioning of the Works including (but not so as to provide an exhaustive list of examples)²:-

11.1.1 planning permission for the Works;

11.1.2 authority for stopping up diversion or other alteration of any existing highway so far as necessary to enable the Works to proceed and / or be implemented and function;

11.1.3 authority or agreement for stopping up (including relocating) any private access to any existing highways which is necessary in the opinion of the Council to enable the Works to proceed and / or be implemented and function³ ;

11.1.4 street works licence further to the New Roads and Street Works Act 1991;

11.1.5 authorisation for any traffic regulation measures including prohibitions, restrictions and controls where necessary in the Council's opinion to enable the Works to proceed and/or to be implemented and function⁴; and

11.1.6 any rights and easements which in the Council's opinion are necessary to ensure the permanent and satisfactory drainage or lighting of the Works such rights and easements to be in a form previously approved by the Council.

11.2 The Developer shall be responsible for ensuring that all Authorisations are secured in timely manner at its own cost.

11.3 Save in so far as any consent is expressly granted under the Agreement nothing in the Agreement shall prejudice or affect in any way the exercise by the Council of its powers and duties relating to any application for an Authorisation including the consideration and

² Examples may also include noise consent from district council

³ This relates to for example Section 127HA.

⁴ This is directed at securing any requisite TROs which are integral to the Works e.g. bus lanes and also there may be various works such as traffic calming and signals where consultation is mandatory.

processing of an application, the carrying out of any procedural requirements (pursuant to any enactment or Council policies or protocols) and the determination as to whether or not the Authorisation should be made, granted or confirmed.

11.4 Any costs incurred by the Council relating to any application for an Authorisation - and any related matters shall be discharged by the Developer.

11.5 Where the procedures for securing any Authorisation entail consultation and in consequence of such consultation the Council determines that the Works / the Scheme of Works shall be varied and / or augmented then any reference to the Works and / or the Scheme of Works shall be construed as a reference to the Works and / or the Scheme of Works as so varied and / or augmented.

11.6 Forthwith on securing any Authorisation the Developer shall supply evidence of this to the Council to the Council's reasonable satisfaction.

12. BOND

12.1 The Developer and a bondsman satisfactory to the Council shall enter into a Bond in such form as shall have been approved by the Council guaranteeing the execution and completion of the Works in accordance with the Agreement including these Conditions.

12.2 The amount of the Bond shall be

12.2.1 the gross cost of the Works (including any costs payable to undertakers pursuant to Condition 10) as then (being one month before the Works are proposed to be commenced) estimated by the Council and such estimate may take into account any bills of quantities prepared or tenders received by the Developer in respect of the Works and submitted by it to the Council; and

12.2.2 adjusted to take account of inflation for the duration of the Works (and subsequently) as reasonably estimated by the Council; and

12.2.3 adjusted to reflect the full costs that may be incurred by the Council as provided in Condition 5.1 (Council to act in default or emergency).

13. MONITORING AND OTHER COSTS

13.1 The Developer shall pay to the Council in respect of the costs to be incurred by the Council in monitoring the execution and completion of the Works (and administration of the Agreement) a sum equal to 9% of the amount of the Bond, subject to a minimum payment of £2,150

Note: The provisions of Condition 27.2 also apply

13.2 The Developer shall pay to the Council legal costs reasonably incurred in connection with the drafting and completion of the Bond.

14. INSURANCE

The Developer shall take out and maintain, until two years after the date on which the Council issues the Certificate of Completion (or if later the date on which all defects and outstanding works have been made good and completed as mentioned in Condition 33), such insurances satisfactory to the Council in the sum of £10million (or such higher sum as the Council may require) as may be appropriate to cover the liability of the Developer and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works.

15. CONTRACTORS

15.1 The Developer shall not employ any contractor or agent for the execution of the Works except such contractor or agent as shall be recognised by the Council as being of proven competence and good standing in the field of civil and electrical engineering and experienced in the type and scale of the work which is to be the subject of the contract, and for that purpose the Developer shall not invite tenders for the execution of the Works except from persons proposed to and approved in writing by the Council before any such tender is invited; The employment of a contractor or agent shall not remove or abate any obligation on the part of the Developer arising from the Agreement including these Conditions.

15.2 The Developer shall appoint a contractor to undertake the Works in compliance with the following:-

15.2.1 advertising/publication of the proposed contract for carrying out the Works sufficient to open up the market to competition and for the transparency and impartiality of the procurement procedure to be reviewed such advertising/publication to include the essential details of the contract to be awarded and of the award methodology;

15.2.2 awarding the contract for the Works further to competition applying such transparent and impartial procurement procedures and award methodology.

15.2.3 the Developer shall without cost to the Council supply such information as the Council may reasonably require to demonstrate compliance with this Condition.

16. PRECONDITIONS TO LETTING CONTRACT

The Developer shall not let any contract for the execution of Works unless and until:-

16.1 The Scheme of Works has been approved by the Council; and

16.2 Safety Audit Stage 2 Report has been approved by the Council.

IMPLEMENTATION OF THE WORKS

17. COMMENCEMENT OF WORKS

The Developer shall only undertake the Works at such times as have previously been approved by the Council

18. NO WORK PENDING APPROVALS ETC

18.1 The Works shall not be commenced before the following have occurred:

18.1.1 the Council has issued written approval of the Scheme of Works;

18.1.2 Safety Audit Stage 2 Report has been approved;

18.1.3 evidence of all Authorisations have been supplied to the Council;

18.1.4 the Bond duly executed as a deed by the Developer and the approved guarantor has been delivered to the Council;

18.1.5 the costs referred to in Condition 13 have been paid to the Council;

18.1.6 the Council has given its written approval to the insurances referred to in Condition 14;

18.1.7 the noise survey assessment and modelling in accordance with Condition 9.8 has been supplied to the Council and if appropriate the information referred to in the second part of that Condition has been supplied to the Council

18.1.8 the surveys referred to in Condition 9.9 (condition survey) has been supplied to the Council.

18.2 The Developer must have readily available at the site of the Works a copy of the insurances and approved Scheme of Works and shall retain them at the site for the duration of the Works and produce them to any representative of the Council on request.

19. GENERAL CONDUCT

19.1 The Developer shall execute and complete the Works in compliance with the approved Scheme of Works, in a sound and workmanlike manner with proper materials and in accordance with good engineering practice and in compliance with all statutory requirements and the provisions of the Agreement including these Conditions.

19.2 Without prejudice to the generality of Condition 6.2 and Condition 19.1 the Developer shall provide the Council with such assistance, information and documentation as the Council shall require to comply with any obligations under the Noise Insulation

Regulations 1975 including assistance in responding to any claims made under Regulation 13 of those Regulations.

20. MONITORING OF SITE AND MATERIALS

20.1 The Developer shall at all reasonable times give to the Council free access to every part of the Works and shall permit them to monitor them and inspect all materials used or intended for use in the Works.

20.2 Where the Council require any such materials to be tested the Developer shall reimburse the Council the reasonable cost of such testing.

21. ERRORS AND DEFECTS

If in the course of execution of the Works it shall appear to the Council:

21.1 that any error has arisen in the position, levels, dimensions or alignment of the Works; or

21.2 that any work carried out or materials used for the purpose of the Works are defective to such extent as to prejudice in any respect the structure, stability, durability or subsequent functioning of the Works; or

21.3 that any damage has occurred in respect of the Works; or

21.4 that in any other respect the Works are not in accordance with the Scheme of Works;

and the Council notify the Developer in writing of this then the Developer shall, at its own expense and to the satisfaction of the Council, forthwith take such remedial steps as the Council shall specify in the notice. For the avoidance of doubt this Condition is without prejudice to Condition 19.

22. SUSPENSION OF WORK

If in the opinion of the Council some part of the Works ought not properly to be commenced or continued by reason either of:-

22.1 the dependence of that part on the completion of remedial steps specified in a notice given under Condition 21; or

22.2 adverse weather conditions such as to prejudice the structure or stability of that part if executed under those conditions;

the Developer shall on the written order of the Council suspend the progress of that part of the Works for such time or times and in such manner as the Council may consider necessary, and shall during such suspension properly protect and secure the Works so far as is necessary in the opinion of the Council.

23. VARIATIONS AND ADDITIONS

In the event that any of the following circumstances arising in the course of execution of the Works,:-

23.1 if discovery is made of adverse ground conditions or artificial obstruction or any other unforeseen factor which in the opinion of the Council necessitate a modification of the Works to avoid or compensate for such conditions, obstruction or other factor in the interests of the satisfactory completion and subsequent functioning of the Works; or

23.2 if it shall appear to the Council requisite, in accordance with good engineering practice and to ensure satisfactory completion and subsequent functioning of the Works that any work or materials should be added, or that any such work or materials proposed by the Developer to be done or used should be omitted or changed; or

23.3 if it shall appear to the Council expedient that any obligation arising from the approved Scheme of Works should be deferred by reason of delay incurred by the Developer arising from some cause not within the Developer's control; or

23.4 otherwise if in a particular case the Developer and the Council so agree;

the Scheme of Works shall be varied and/or augmented in manner notified in writing by the Council to the Developer, and in the application of these Conditions any reference to the Scheme of Works shall be construed as a reference to the Scheme of Works as so varied and/or augmented.

24. PREVENTION OF NOISE, DISTURBANCE ETC

24.1 All work shall be carried out without unreasonable noise and disturbance and in such manner as not to interfere unnecessarily or unreasonably with the use and enjoyment of property adjoining or near the Works by their owners and occupiers.

24.2 Without prejudice to the generality of Condition 24.1, no work shall be carried on between the hours of 8.00pm and 7.00am the following day or on any Sunday or public holiday except insofar as:-

24.2.1 any operations are necessary to avoid disruption to or for the control of traffic on any highway; or

24.2.2 any work is unavoidable or absolutely necessary for the safety of life or property or the safety of the Works; or

24.2.3 the Council have in writing otherwise agreed.

25. PROTECTION OF HIGHWAY

25.1 Insofar as the Works affect in any respect the existing highway such part shall be executed with the minimum of disturbance to that highway and traffic using that highway consistent with the work in hand.

25.2 In the event of it appearing to the Council at any time that such disturbance has occurred or is likely to occur to such extent as to prejudice the structure of the highway or the safety of users the

Developer shall forthwith take such remedial steps as the Council may require.

25.3 Prior to the commencement of the Works the Developer will provide suitable vehicle and wheel cleaning apparatus and ensure that such apparatus is maintained in good and useable condition and used by all vehicles immediately before leaving the site of the Works to prevent mud or other materials being deposited on the adjoining existing highway.

25.4 In the event of Developer receiving any complaint it will promptly notify the Council.

26. SAFEGUARDING OF COMPLETED WORK

The Developer shall until the Council have issued the Certificate of Completion take all steps necessary to protect and maintain those parts of the Works which have been executed, so that upon substantial completion of the whole of the Works every part of the Works is in a sound and workmanlike condition and free from any damage and any material wear and tear.

COMPLETION AND CONSEQUENTIAL MATTERS

27. COMPLETION OF WORKS

27.1 The Works shall be executed and completed within such period as the Agreement may define (whether by duration or by reference to a specified date or both), provided that in the event of delay to the work arising from some cause not within the Developer's control the Developer shall be entitled to a reasonable extension of such period.

27.2 Without prejudice to any right or remedy of the Council, the Council may at any time by notice to the Owner permit an extension of time as the Council shall in its discretion determine and the Developer shall pay within 14 days of demand such additional monitoring fees (in addition to that provided for in Condition 13) as is necessary to reimburse to the Council the additional cost incurred in monitoring the Works by reason of the grant of such extension of time

28. PRE COMPLETION - CLEARANCE OF SITE AND STAGE 3 SAFETY AUDIT

28.1 On substantial completion of the Works the Developer shall clear away and remove from the site of the Works all plant, surplus material, rubbish and temporary works and items of every kind, and shall leave the whole of the site of the Works clean and in a workmanlike condition to the satisfaction of the Council.

28.2 On substantial completion of the Works (and clearance of the site of the Works) the Developer shall lodge a stage 3 Safety Audit report together with the 'Designer's response' with the Council and the Developer shall execute and complete all works as advised by the Council arising from the Safety Audit recommendations.

29. HEALTH AND SAFETY

The Developer shall furnish to the Council the Health and Safety File prepared in accordance with Interim Advice Note 105/08 - Implementation of Construction (Design and Management) 2007 issued by the Highways Agency (now Highways England) as revised and/or replaced from time to time. The Health and Safety File shall include detailed plans and drawings showing the Works as the same have actually been executed and completed and the Developer shall at his own cost ensure that the Council shall not be prevented by copyright or otherwise from reproducing such plans and drawings or part of them as the Council may require for purposes relating only to the Works and the highway and the Developer shall furnish satisfactory evidence to the Council that this has been done. The plans and drawings furnished under this Condition shall be no less detailed than the plans and drawings submitted under Condition 9.1 unless the Council shall in writing otherwise agree.

30. COMPLETION CERTIFICATE

Subject always to prior compliance with the pre completion requirements (Condition 28) and with Condition 29 the Council shall issue the Certificate of Completion forthwith if the Council is satisfied that the Works (save for such minor outstanding works as the Council shall agree) have been completed in accordance with the Agreement including these Conditions

31. DEDICATION AS HIGHWAY

Upon the issue of the Certificate of Completion unless the Agreement provides otherwise the whole of the land comprised in the Works (so far as not already forming part of the public highway and excluding such part as the Developer and the Council may in writing agree) shall be deemed to have been dedicated as public highway and shall thereafter subject always to compliance with Conditions 34 & 35 be a highway maintainable at public expense.

32. EASEMENTS

32.1 The Developer shall forthwith following the issue of the Certificate of Completion:-

32.1.1 transfer to the Council all those rights and easements (so far as the same do not at that time already subsist in favour of the Council) referred to in Condition 11.1.6; and

32.1.2 grant to the Council any easement which in the Council's opinion is necessary to ensure the permanent and satisfactory drainage or lighting of the Works in respect of any land which is retained by the Developer and such easement shall be in a form previously approved by the Council and the Developer will procure that any person with an interest in the relevant land joins in the deed of easement for the purpose of consenting to and confirming such easement.

32.2 The Council shall not be liable for the payment of compensation or legal or any other costs or fees arising from any such transfer or grant of easement.

33. NOISE INSULATION

The Developer shall within 1 month after the opening of the Works to public traffic supply to the Council an update of the information required pursuant to part 2 of Condition 9.8 (noise survey assessment and modelling- map lists and works) which relates to all eligible properties at the date of the opening of the Works to public traffic.

34. REMEDYING OF DEFECTS AND OUTSTANDING WORKS

34.1 If at any time during the period of two years following the date on which the Council issue the Certificate of Completion:-

34.1.1 any defect in the Works becomes manifest (not being a defect arising solely from normal use by the public as a highway or from accidental or wilful damage by any third party); or

34.1.2 the Developer shall fail to complete any of the outstanding works mentioned in Condition 30 (minor outstanding Works on issue of Certificate of Completion)

34.1.3 and the Council notify the Developer in writing of this

then the Developer shall at his own expense cause such defect to be made good or outstanding works to be completed (as the case may be) to the satisfaction of the Council.

34.2 Forthwith on receipt of any notification from the Council further to Condition 34.1 the Developer will agree with the Council the timing of the carrying out of such remedial or outstanding works and unless otherwise agreed shall secure their completion within one month of receipt of such notification (except in the event of delay arising from some cause not within the Developer's control when the Developer shall be entitled to a reasonable extension of time).

35. STAGE 4 ROAD SAFETY AUDIT

35.1 The Council may require the Developer to carry out a Safety Audit Stage 4 at any time within 36 months from the opening of the Works and to lodge the report with the Council together with the "Designer's response" within 2 months and the Council shall notify the Developer of all works required to be undertaken arising from the Safety Audit recommendations

35.2 In the event that notification of works is given by the Council further to Condition 35.1 prior to the full release of the Bond the Developer shall execute and complete all the works as advised by the Council. The Developer will agree with the Council the time that he will be carrying out such works and unless otherwise agreed shall secure their completion within 1 month of receipt of such notification (except in the event of delay arising for some cause not within the

NOTE: at adoption will need to liaise with Legal Services to ensure requisite drainage easements in place

DATED

20

- and -

THE OXFORDSHIRE COUNTY COUNCIL

A G R E E M E N T

S38 (and S278) Highways Act 1980 (and
S106 Town and Country Planning Act 1990)

Nick Graham
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED OF AGREEMENT is made on the _____ day of
Two Thousand and [_____]

B E T W E E N :-

(1) THE OXFORDSHIRE COUNTY COUNCIL (“the Council”)

(2) _____ (“the Owner”)

1. INTERPRETATION

In this Deed of Agreement:-

- 1.1 “the 1980 Act” means the Highways Act 1980
- 1.2 “the 1990 Act” means the Town and Country Planning Act 1990
- 1.3 “As-Built Drawings” means detailed plans and drawings showing the Works in the form in which they have actually been executed and completed which drawings shall be no less detailed than the Specification (unless the Council shall in writing otherwise agree) and where any part of the highway drainage system will pass through or will discharge onto land of a third party the route of the highway drainage system and the discharge point(s) shall be shown on the As-Built Drawings
- 1.4 “Certificate of Adoption” means a certificate issued by the Council under clause 12.3
- 1.5 “Certificate of Final Completion” means a certificate issued by the Engineer under clause 12.1
- 1.6 “Certificate of Practical Completion” means a certificate issued by the Engineer under clause 11.2
- 1.7 “Commutated Sum” means the sum of [_____] Index Linked comprising

- 1.8 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority street works authority or county planning authority and any duly appointed employee or agent of the Council or such successor
- 1.9 "the Engineer" means the Council's Director for Environment and Economy
- 1.10 "the Estate Highway Drains" means any part of the drainage system for the Roads which will be sited at the Land and which will not be encompassed within the boundaries of the Roads
- 1.11 "Health and Safety File" means a file prepared in accordance with its Construction (Design and Management) Regulations 2015 and including the As-Built Drawings
- 1.12 "Highway Works" means works on the existing public highway to be carried out in conjunction with the construction of the Roads as shown coloured [pink] on the Plan
- 1.13 "including" means including without limitation and 'include' shall be construed accordingly
- 1.14 "Index-Linked" means adjusted according to any increase occurring between _____ and the date of payment of the Commuted Sum in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-
- | | |
|---|-----|
| Index 1 Labour & Supervision | 25% |
| Index 2 Plant & Road Vehicles..... | 25% |
| Index 3 Aggregates | 30% |
| Index 9 Coated Macadam & Bituminous Products .. | 20% |

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owner and the Council

1.15 "the Land" means the land at

1.16 Oxfordshire shown edged red on the Plan

1.17 "Land Compensation Acts" means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any statute enacted on a date on or after the date of execution of this Agreement which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works

1.18 "the Owner" means the said
(company number) of/whose registered office is at
and their successors in title and
assigns

1.19 "the Plan" means the plan (drawing (s) number)
annexed to this Deed of Agreement

1.20 "the Planning Permission" means the planning permission
application reference []

1.21 "the Roads" means the carriageways footways cycleways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey magenta and green respectively on the Plan and including highways drains road gulleys swales and soakaways and connections [and any off site highway drainage] which are shown coloured blue on the

Plan and any street lighting equipment which is shown coloured red on the Plan [any other structures which are shown outlined/coloured orange on the Annexed Drawing [and all other things on the Land ancillary thereto] *adjust as appropriate. Be careful not to include anything which is not to become maintainable at public expense. The Roads do not include any trees, shrubs or other vegetation save as expressly identified on the Plan as part of the Roads. – for new projects the intention is that Plans specifically identify trees and the like which are to be within the adoption area.*

- 1.22 “the Service Media” means all drains sewers pipes wires cables sewers and associated apparatus for the supply of water electricity gas radio television telephone and other audio visual and data signals and the disposal of foul and surface water
- 1.23 “the Specification” means the specification plans and sections approved by the Engineer which shall comply with the Council’s conditions and technical specifications for the construction of roads in residential areas and shall include the provision of means for lighting the Roads in accordance with the Council’s requirements
- 1.24 “Statutory Undertaker” means a body with a statutory right as defined in Section 105 (1) New Roads and Street Works Act 1991 to undertake street works as defined in that Act
- 1.25 “the Works” means the construction of the Roads and the Highway Works
- 1.26 Reference in this Agreement to fees for inspection of Works shall include fees for consideration of plans drawings and specification for the Works

1.27 Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply

1.28 Headings in this Agreement are for convenience only and shall not be taken into account in its construction and interpretation

1.29 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement

1.30 Where the context so requires:-

1.30.1 the singular includes the plural and vice versa

1.30.2 the masculine includes the feminine and vice versa

1.30.3 persons includes bodies corporate associations and partnerships and vice versa

1.31 Where a party comprises more than one person the obligations and liabilities on that party shall be joint and several obligations and liabilities of those persons

1.32 Where more than one party enters into any obligation or liability those parties are jointly and severally liable

1.33 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. PRELIMINARY

2.1 The Owner is the owner of the freehold of the Land registered at the Land Registry with title absolute under title number [] free from incumbrances/ subject to [] as the Owner hereby warrants

- 2.2 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Land
- 2.3 For the purposes of the 1980 Act the Council is the highway authority and the street works authority for certain highways in the area which includes the Land
- 2.4 The Owner intends to construct the Roads further to the Planning Permission and to dedicate them as highways
- 2.5 The Council has agreed with the Owner that upon the Council being satisfied that the Roads have been constructed executed and carried out to the Council's satisfaction and in accordance with the Specification it will adopt the Roads as highways maintainable at the public expense
- 2.6 The Highway Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act and it has been agreed between the Owner and the Council that in lieu of the Owner paying the costs of the Highway Works the Highway Works should be executed by the Owner in conjunction with the Roads
- 2.7 This Deed of Agreement is made under Section 38 and Section 278 of the 1980 Act and Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner in respect of the Land and enforceable by the Council

3. PRECONDITIONS TO COMMENCING WORKS

The Owner will not commence the Works until all the following have been satisfied:-

- 3.1 the certificate of approval of drawings has been issued by the Council

- 3.2 not less than 28 days prior notice in writing of intention to commence works has been given to the Engineer (provided always for the avoidance of doubt this notice is for the purpose of this agreement only and does not constitute notice for any other function of the Council)
- 3.3 guarantors satisfactory to the Council have entered into a Bond in the sum of [(to be inserted)] in such form as shall be approved by the Council guaranteeing the performance by the Owner of its obligations under this Agreement
- 3.4 the Owner has secured easements (in such form as shall have previously been approved by the Council) over any land in the ownership of a third party through which any part of the highway drainage system will pass or into which the system will discharge (the routes of such easements to be shown on the As-Built Drawings) and where applicable such easements have been registered at HM Land Registry and has secured all requisite consents for any discharge of highway drainage into a watercourse
- 3.5 insurance in accordance with clause 4.3 has been approved by the Council

4. EXECUTION OF WORKS

- 4.1.1 The Owner will execute the Works
- 4.1.2 entirely at its own expense;
- 4.1.3 in accordance with this Agreement and the Specification;
- 4.1.4 to the satisfaction in all respects of the Engineer;
- 4.1.5 with monitoring by the Engineer; and
- 4.1.6 with all due diligence and in a good and workmanlike manner using only good quality materials and in

accordance with all statutes, secondary legislation, national and governmental codes of practice, best practice guidelines and similar instruments

- 4.2 Without prejudice to the generality of clause 4.1 the Owner will in compliance with requirements of the Council erect lamp columns or wall/pole mounted brackets and fittings and other street lighting equipment as specified by the Engineer and arrange for the connection of the electricity supply so that the street lights are in working order to the satisfaction of the Engineer
- 4.3 The Owner will take out and maintain public liability insurance so as to cover the liability of the Owner and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works throughout the execution of the Works until they are adopted as highway maintainable at public expense and the sum insured will be not less than £10million in respect of a single incident
- 4.4 The Owner will comply with the following additional obligations in carrying out the Highway Works:-
 - 4.4.1 The Owner will before undertaking works for connecting the Roads with any highway maintainable at the public expense give notice to each person board or authority being the Statutory Undertaker for the time being of any Service Media laid in upon or under such highway of the proposal to make such connection and will indemnify the Council in respect of the cost of any works or measures considered necessary by any Statutory Undertaker in consequence of the proposal to make such connection
 - 4.4.2 The Owner will carry out the Highway Works in accordance with a timetable which has been approved by

the Council to the intent that the Highway Works are undertaken before or at the commencement of the Works

- 4.5 Prior to the commencement of the Works the Owner will provide suitable vehicle and wheel cleaning apparatus on the Land and shall ensure that such apparatus is maintained in good and usable condition and used by all vehicles immediately before leaving the Land to prevent mud or other materials being deposited on the adjoining existing highways

5. DURATION OF WORKS AND EXTENSION OF TIME

- 5.1 The Owner will complete the Works no later than [*(to be agreed)*]
- 5.2 Without prejudice to any other right or remedy of the Council, the Council may at any time permit an extension of time to complete the Works for such period of time as the Council shall in its discretion determine and the Owner shall pay within 14 days of demand such additional inspection fees (in addition to that provided for in clause 10.1) as is necessary to reimburse to the Council the additional cost incurred in inspecting the Works by reason of the grant of such extension of time

6. SERVICES

- 6.1 The Owner will ensure that any Service Media to be laid under the Roads
- 6.1.1 are laid to the satisfaction of the Engineer in compliance with any requirements of the Engineer as to the laying position depth protective covering or other matter concerning any such apparatus and will afford all necessary facilities to enable the Engineer to satisfy himself that any requirements laid down by him have been observed and

6.1.2 are laid to the boundaries on either side of the Roads to points to be agreed with Engineer

AND that all such Service Media are so laid before the final surfacing of the Roads is carried out

6.2 The Owner will not at any time give consent to the erection by any electronic communications operator of telegraph or telephone poles on the Roads without the consent in writing of the Council first having been obtained

6.3 The Owner will not without having first secured at the absolute discretion of the Council a licence from the Council for the purpose discharge into the highway drainage system surface water from any part of the Land which does not form part of the Roads -

6.4 The Owner will not grant without the consent of the Council any wayleave easement or right which could not be executed or enjoyed without the consent of the Council if the Roads were highway maintainable at public expense

6.5 The Owner will secure without expense to the Council easements (in such form as shall have previously been approved by the Council) over any land in the ownership of a third party through which any part of the highway drainage system will pass or into which the system will discharge and secure all requisite consents for any highway drainage which discharges into a watercourse

6.6 The provisions of the Schedule will apply where there are or will be Estate Highway Drains

7. OCCUPATION

7.1 The Owner will not permit or suffer any residential unit or other building fronting or near to the Roads to be occupied until it has completed the Works (except the final wearing course surfacing

of the carriageway and footways) in accordance with this Agreement and there has been installed in accordance with the approved plans by a street lighting contractor approved by the Council the specified lamp columns or lanterns and other lighting equipment along the full distances of the Roads (between their junction with the existing public highway and those portions of the Roads fronting or adjacent to the residential unit or other building to be occupied furthest from the junctions of the Roads with the existing public highway) and arrangements have been made with the distribution network operator so that it is in full operation

8. TESTING

8.1 The Owner will at all times give to the agents and employees of the Council free access to every part of the Roads and permit them to inspect the same and all materials used or intended for use (which inspection may in the case of the highway drainage system include the use of close circuit television equipment) and if required by the Engineer to do so to uncover or open up any work to enable it to be inspected and if so required to remove any work or materials which are not in accordance with the Specification or which in the opinion of the Engineer are defective and at the Owner's own expense to re-execute any such work and substitute proper and suitable materials to the satisfaction of the Engineer

8.2 The Owner will [within 14 days of written demand] pay to the Council [on completion of this Agreement [] in respect of] the cost of any testing required by the Engineer in his discretion of materials used in connection with the Works

9. MAINTENANCE (GENERAL)

Until the Roads become highways maintainable at the public expense the Owner will keep the whole of the Works in a good state of efficiency cleanliness and repair including but without

limitation the cutting of grass verges and reinstate and make good any defects which shall or may appear arise or become manifest to the Engineer

10. PAYMENT

10.1 The Owner will on the execution of this Agreement pay to the Council the sum of *[(to be specified)]* in respect of the monitoring of the Works by the Council (and without prejudice to the other provisions of this clause 10 the general management of this Agreement) and in addition (and without prejudice to clause 10.6) the Council's legal charges and disbursements in connection with the preparation and completion of this Agreement

10.2 The Owner will pay the Commuted Sum to the Council prior to the issue of the Certificate of Adoption and not later than 10 months after the issue of the Certificate of Practical Completion

10.3 The Owner will pay on demand (or if later together with payment further to clause 10.2) to the Council the aggregate sum of £13 multiplied by the number of street lighting columns

10.4 In the event that any payment due to the Council pursuant to this Agreement is not paid by the due date then interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc will be paid to the Council on the amount outstanding from the due date to the date of payment

10.5 The Owner will pay to the Council within 14 days of demand any costs incurred by the Council in the promotion of and where applicable making and implementing any orders that regulate traffic which the Council deems appropriate because of the Works and whether promoted, made or implemented before, during or after completion of the Works

10.6 The Owner will pay to the Council within 14 days of demand legal charges and disbursements incurred by the Council in connection

with the consideration and where applicable completion of easements to be secured pursuant to clause 6.5 and exceptions and reservations and deeds of grant of easement and covenant further to the Schedule

11. PRACTICAL COMPLETION AND OTHER ARRANGEMENTS

- 11.1 Upon the practical completion of the construction of the Roads in accordance with the preceding clauses of this agreement the Engineer shall issue a Certificate of Practical Completion and give consideration to a reduction in the sum secured by the Bond.
- 11.2 Within two months following the date of the Certificate of Practical Completion (or such longer period as the Council may in writing agree) the Owner will forward to the Council the Health and Safety File including As-Built Drawings together with certified copies of all easements secured pursuant to clause 6.5 and all consents obtained in accordance with clause 6.5
- 11.3 The Owner will remain the street manager for the purposes of the New Roads and Street Works Act 1991 (and as referred to in Section 49(4) of that Act) until such time as the Works become maintainable at the public expense and in this respect the Owner will appoint a supervisor qualified in accordance with the provisions of Section 67 New Roads and Street Works Act 1991 until the Works are adopted
- 11.4 If during the period of one year after the date of the Certificate of Practical Completion (and any further period during which any of the preconditions specified in clause 12.2 remain to be satisfied) any defect or damage shall arise or occur in the Roads the Owner will at its own expense and within three months after notification in writing by the Council to the Owner of such defect or damage make good the same to the satisfaction of the Engineer and during such period of one year and during the period until such defect or damage is made good (and any such further period as

aforesaid) the Owner will maintain the Works in accordance with the terms of this Agreement

12. CERTIFICATE OF FINAL COMPLETION AND ADOPTION

12.1 At the end of the period of one year after the date of the Certificate of Practical Completion (or as applicable any longer period during which any of the preconditions specified in clause 12.2 remain to be satisfied) if the Engineer is satisfied that the Works have been properly maintained and repaired and that all defects (if any) have been remedied he shall issue a Certificate of Final Completion

12.2 The following are preconditions to adoption of the Roads:-

12.2.1 the Engineer has issued his Certificate of Final Completion

12.2.2 unless otherwise agreed by the Council the Owner has procured that an independent safety auditor approved by the Council has undertaken road safety audit stages 1, 2, 3 and 4 on the Works in accordance with H.D. 19/03 (Road Safety Audit volume 5: design manual for roads and bridges) and the Owner has carried out at its own expense all the major works identified in the Road Safety Audits to the satisfaction of the Council

12.2.3 all payments due further to this Agreement including the Commuted Sum and the payment referred to in clauses 10.3 have been made to the Council

12.2.4 the Health and Safety File has been furnished to the Council with the As-Built Drawings

12.2.5 certified copy easements and consents required in accordance with clause 6.5 have been furnished to the Council and the Council is satisfied that where applicable

the Owner will enter into a deed of grant as provided in paragraph 3 of the Schedule on the same day as and immediately following the adoption of the Roads

12.2.6 in the opinion of the Engineer all construction vehicles have ceased to use the Roads

12.2.7 the Roads connect directly to a public highway

12.2.8 at least seventy-five per centum of the frontage to the Roads on which the Planning Permission plans show buildings to be erected has been developed by the erection of buildings

12.2.9 any sewers constructed under the Roads under an agreement under Section 104 of the Water Industry Act 1991 have been certified as being adopted (unless the Council at its absolute discretion waives this requirement)

12.3 When the conditions set out in clause 12.2 are satisfied (or at the absolute discretion of the Council such conditions have been partially satisfied and this is notified to the Owner) the Roads as shown on the As-Built Drawings shall by virtue of this Agreement be deemed to have been dedicated by the Owner as public highways (for all public highway purposes including use by mechanically propelled vehicles) and adopted by the Council as highways maintainable at the public expense and the Council shall issue a Certificate of Adoption the date of which shall be the specified date under Section 38(3) of the 1980 Act on which the Roads as shown on the As-Built Drawings shall become for the purposes of the 1980 Act highways maintainable at the public expense

12.4 The Council may at its discretion before the Works shall have been completed adopt any part of the Roads (the construction of which part shall have been completed and certified by the

Engineer in manner specified above) if such part shall not less than One hundred metres in length and shall connect directly with an existing vehicular highway maintainable at the public expense. On such adoption the relevant part of the Roads shall be deemed to have been dedicated by the Owner as public highway

12.5 The Owner consents to the noting of the provisions of clause 12.3 and clause 12.4 of (and the schedule to) this Agreement on the registers of Title No. []

12.6 If the Owner shall wish to use any section of the Works which under this Agreement has become a highway maintainable at the public expense with lorries or other heavy vehicles operated on behalf of the Owner in connection with road or building works carried out on the Land or on any adjoining land he shall first consult the Engineer and any such traffic shall in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the 1980 Act and the Owner agrees to pay to the Council any additional cost of repair or maintenance as may be certified by the Engineer as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of maintenance of such section of the highway by reason of normal wear and tear

12.7 The Owner will secure all requisite consents for street name plates (including replacement in a revised style) to be placed and retained on walls constructed at the Land and for painting/repairs to be undertaken to them.

13. DEFAULT

Without prejudice to any other right or remedy of the Council if the Owner fails to execute or complete the Works in accordance with the Owner's obligations under this Agreement the Council shall be entitled (but without any obligation so to do) after giving not less than 7 days notice to the Owner informing it of such failure to execute or complete the Works in default and a right of entry is

hereby irrevocably granted to the Council for all such purposes and the Council may charge the Owner with the expenses of carrying out any such remedial works it undertakes such expenses being a debt due to the Council and recoverable by the Council by action or otherwise provided always that save in case of emergency the Council shall not give a default notice unless it has first afforded the Owner a reasonable opportunity (not exceeding 3 months) to remedy the failure

14. INDEMNITY

14.1 The Owner will indemnify the Council against all liability actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works except to the extent that they arise out of or are in consequence of any negligence of the Council

14.2 Further the Owner will indemnify the Council against all liabilities actions claims charges costs demands and expenses under the Land Compensation Acts (and any regulations made thereunder) arising from or incidental to the use of the Works following upon the carrying out or completion of them or resulting from or incidental to the use of any other roads as altered on account of the Works

14.3 Prior to the commencement of the Works the Owner will arrange for a noise survey and assessment to be undertaken by a noise expert approved by the Council in such manner and at such times and locations approved by the Council and a copy of the survey and assessment shall be given to the Council – *to be adjusted to accord with noise insulation regulation requirements*

15. NO IMPLIED WARRANTY

Nothing in this Agreement shall imply any obligation on the part of the Council to the Owner or any other person to ensure that the

Works are properly constructed or absolve the Owner in any way from any liability or obligation on its part of under this Agreement or by statute or at common law

16. NON-FETTER

Nothing contained in this Agreement shall operate to take away or prejudice the right of the Council to exercise the powers conferred upon it by the private street works code in Part XI of the 1980 Act in respect of the Roads if the Owner or its successors or assigns shall fail to perform all or any of the obligations undertaken or imposed upon the Owner by this Agreement in the manner provided above

17. TERMINATION

If the Owner shall fail to perform or observe any of the covenants and conditions on the part of the Owner contained in this Agreement or if the Owner shall go into liquidation voluntarily or otherwise except for the purpose of re-organisation amalgamation or reconstruction into a solvent company or if an administration order is made in respect of the Owner or a receiver or administrative receiver is appointed over all or any of the Owner's assets or if the Owner shall enter into a composition or arrangement with its creditors the Council may without prejudice to any of its rights claims or remedies against the Owner for any non-performance or non-observance terminate this Agreement by notice in writing signed by the proper officer of the Council

18. ALIENATION

18.1 The benefit of this Agreement may not be assigned by the Owner without the prior consent of the Council [which shall not be unreasonably withheld]

18.2 The Owner will give the Council written notice of any disposal of its interest in the Land or any part of it and of the name and

address of the new owner and the date of the disposal within 14 days of such disposal SAVE THAT this shall not apply to a disposal of a residential unit for private occupation

19. ACT REASONABLY

Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Agreement without undue delay

20. RIGHTS OF THIRD PARTIES

Notwithstanding any other provision of this Agreement nothing in this agreement confers or purports to confer any rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

21. NO WAIVER

No alteration in the terms of this Agreement nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Agreement shall in any way release the Owner from any liability under this Agreement

22. NOTICE

22.1 Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Environment and Economy of the Council (Ref) County Hall, New Road, Oxford OX1 1ND or to such other person at such other address as the Council shall direct from time to time

22.2 Any notice or notification to be given to the Owner under this Agreement shall be sent to [] at [] or to such other person at such address as the Owner shall notify to the Council in writing

23. JURISDICTION

This Deed is governed by and interpreted in accordance with the Law of England

24. DELIVERY

The provisions of this Deed shall be of no effect until this Deed has been dated

IN WITNESS whereof the parties hereto have executed this Deed of Agreement as a deed the day and year first before written

NOTES

1. *Agreement requires adjustment where a retaining wall (non-minor) is to be constructed*
 - *Approval in principle to be provided and accepted pre-Agreement – see BD2/12*
 - *BD2/12 process for full approval and then to apply to signoff*
 - *Commuted maintenance to include sum for retaining wall*
 - *Provision of permanent easement for access and for maintenance area with related controls*

2. *Agreement requires adjustment where bus stop (and as applicable shelter) infrastructure is to be provided as part of the works:*
 - *Payment to County Council for provision, installation and maintenance of bus stop pole, flag and case*
 - *Outline spec. for bus shelter – detailed spec. to be approved by town/parish council*
 - *Bus shelter to be constructed by developer*
 - *Make reference to seating*
 - *Make reference to accommodation of RTI equipment where applicable including power supply to shelter*
 - *Commuted maintenance to include sum for shelter*
 - *Payment to County Council for provision installation and maintenance of RTI equipment where this is required*

SCHEDULE

(see clause 6.6 – Estate Highway Drains)

In this Schedule

“the Property” means the Property transferred or as applicable the retained land of the Owner

“the Highway” means the Roads and any other highways for which the Council is the highway authority and which are capable of benefiting from the relevant rights and covenants

“the Strip” means the part of the Property []

PART 1 – PROTECTIVE REQUIREMENTS

1 The Owner will not permit or suffer any part of the Land at which the whole or part of Estate Highway Drains are or will be sited to be disposed of nor any contract in respect of such disposition to be entered into unless such disposition shall contain the following matters or they are comprised in a separate document completed simultaneously with such disposition:-

- 1.1 Exceptions and reservations rights as set out in Part 2 of this Schedule for the benefits of the Highway.
- 1.2 Covenants as set out in Part 3 of this Schedule for the benefit and protection of the Highway and with intent to bind the disponee and its successors in title owners and occupiers for the time being of the Property in whosever's hands the same may come

and the Owner will procure that such exceptions and reservations/rights and covenants are noted at H M Land Registry on the title of the Property and the title of the Roads.

2 There shall deemed to be inserted as clause 12.210 of this Agreement the following precondition to the adoption of the Roads: that there has been produced to the

satisfaction of the Council evidence that any part of the Land which has been disposed of by the Owner and at which the whole or part of the Estate Highway Drains are sited is subject to exceptions and reservations/rights and covenants as provided in Parts 2 and 3 of this Schedule and that they have been noted at H M Land Registry on the title of the Property and the title to the Roads

- 3 The Owner will immediately on the issue of the Certificate of Adoption grant to the Council in fee simple with full title guarantee rights as specified in Part 2 of this Schedule for the benefit of the Highway and covenant as provided in Part 3 of this Schedule in respect of any part of the Land which is retained by the Owner and at which the whole or any part of the Estate Highway Drains are sited and the Owner will procure that any person with an interest in the Property joins in the Grant of Easement and Deed of Covenant in favour of the Council for the purpose of consenting to and confirming such Grant of Easement and Deed of Covenant and further the Owner shall in such Grant of Easement and Deed of Covenant consent to its noting on the registered title to the Property and procure the consent of all other persons whose consent will be necessary to effect such noting

PART 2 – EXCEPTIONS AND RESERVATIONS/RIGHTS

- 1 To use the Estate Highway Drains for the purpose of conveying surface water from the Highway
- 2 To maintain the Estate Highway Drains at the Property
- 3 To enter upon the Property with or without vehicles plant tools equipment and apparatus for the purpose of inspecting cleaning repairing maintaining renewing replacing (with the same or updated apparatus) or removing the Estate Highway Drains as may be necessary from time to time on prior reasonable notice except in case of emergency when no notice will be required
- 4 To open up the surface of the Strip for the purpose of carrying out any inspection cleaning repair maintenance renewal replacement or removal of the Estate Highway Drains as may be necessary from time to time subject to the person exercising such right causing as little damage as reasonably practicable to the Property and making good all damage caused

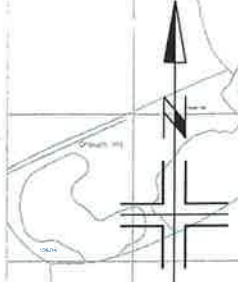
PART 3 - COVENANTS

- 1 Not to build or erect any building or structure whether a temporary or permanent nature upon the Strip
- 2 Not to plant any tree shrub or hedge in or on the Strip
- 3 Not to carry out mole ploughing or sub soiling drainage works at the Strip or otherwise carryout or omit at the Property anything which may damage or otherwise adversely affect or interfere with Estate Highway Drains

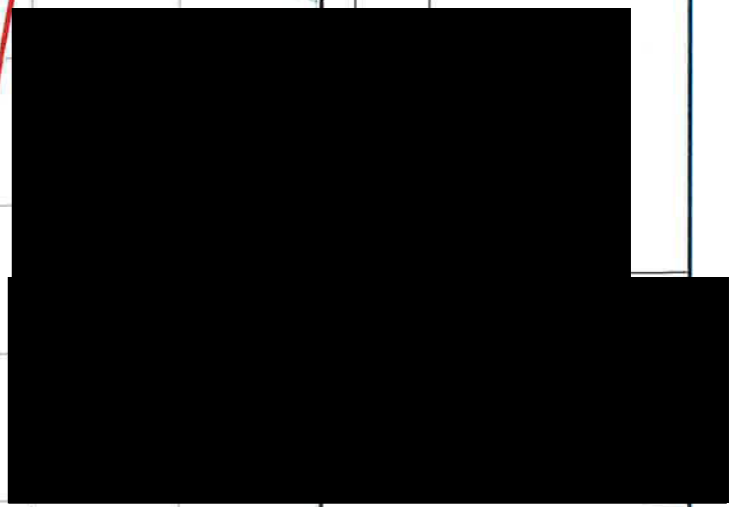
[EXECUTION]

This report is intended to be used for the purposes of the planning process. It is not a legal document and should not be relied upon for legal purposes. The design is copyright and should not be reproduced for use in any form without the written permission of the author. All rights reserved. L&O Group 10001000 and 10001001.

— Site Boundary



Chief Legal Officer/Designated Officer



*Open Design Rights Reserved. License No. 10001000

APPENDIX 19

SCALE-	1:2500 @ A1	DATE-	04/10/2018	DRAWN-	SC
STATUS-		DRAWING No.-	0566-022	REVISION-	A

GALLAGHER ESTATES

Part of the L&O Group

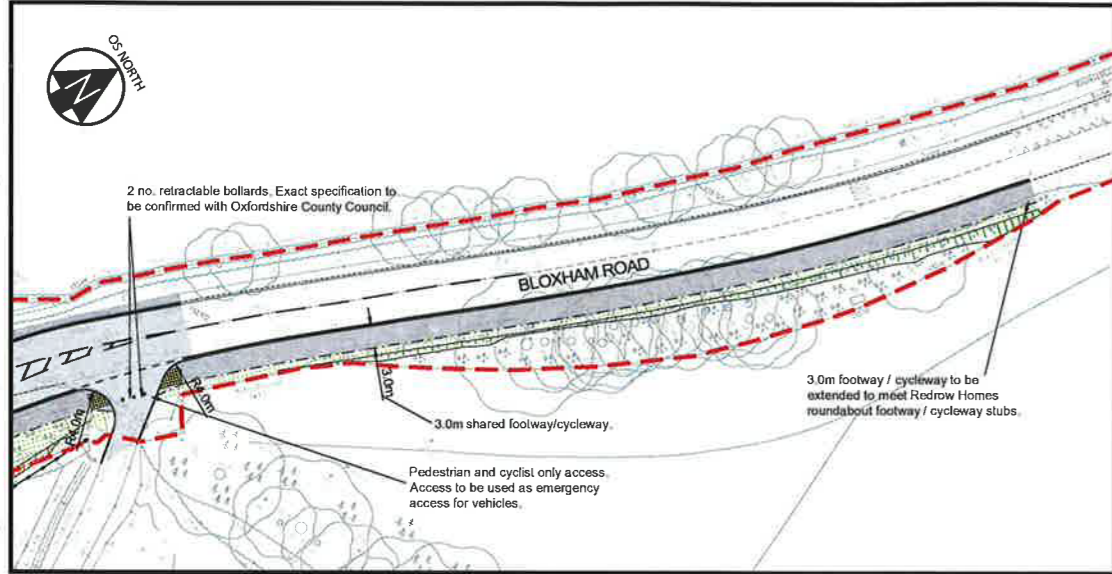
Gallagher House, Gallagher Way, Warwick CV34 6AF
e: mail@gallagherestates.com
w: www.gallagherestates.com
t: 01926 339339

Banbury 17 Link Road - Draft specification

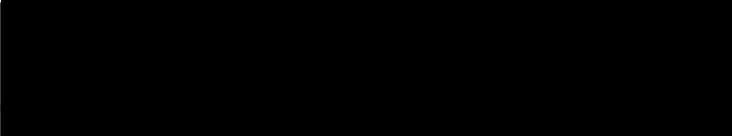
Element	Requirements	Notes
Design speed	30mph	
Footway	2.0m on one side - continuous	
Cycleway	3.0m on one side - continuous	
Bus access	Yes – 2 directions	
Verges	Not required for highway safety, but may be helpful to accommodate drainage	
Bus stops	Plan to be agreed showing position and hardstanding requirement (not all stops require shelters).	
Carriageway width	6.75m	
Vehicle tracking requirement	Max artic, 15m coach, 12m bus.	
On street parking	In designated areas only – limited to short sections, with parking restrictions. Vehicle tracking will need to assume designated areas are fully parked.	
Access to properties	Some direct access allowed. It will be permissible, providing adequate visibility, for some car access in reverse gear. Pedestrian visibility splays of 2m x 2m required	
Carriageway surfacing	40mm Hot Rolled Asphalt 55/14 F surf 40/60 pen	
Footway/cycleway surfacing	20mm AC 6 Dense Surface Course	
Carriageway construction	40mm HRA 55/14 F surf 40/60 pen 60mm AC20 dense binder 40/60 pen 200mm AC32 dense base 40/60 pen Sub-Base and Capping depth dependent on in-situ CBR values at formation	
Footway/cycleway construction	20mm AC 6 Dense Surface Course 50mm AC20 Dense Binder Course Where Adjacent to Carriageway - 150mm Compacted Lean Mix Concrete 75mm Granular Sub-Base Type 1	

Element	Requirements	Notes
	Where remote from carriageway- 100mm Granular Sub=Base Type 1	
Kerbing	Concrete kerb	
Drainage	SUDS compliant	
Forward visibility	Starting point to be DMRB – relaxations to be justified with specific reference to local conditions.	
Junction radii	Starting point to be 10m – relaxations to be justified with specific reference to local conditions.	
Junction visibility splays	Starting point to be DMRB – relaxations to be justified with specific reference to local conditions.	
Minimum Radius of curvature	TBC	
Street lighting	To be agreed with OCC Street Lighting	
Other	In accordance with OCC Residential Road Design Guide	

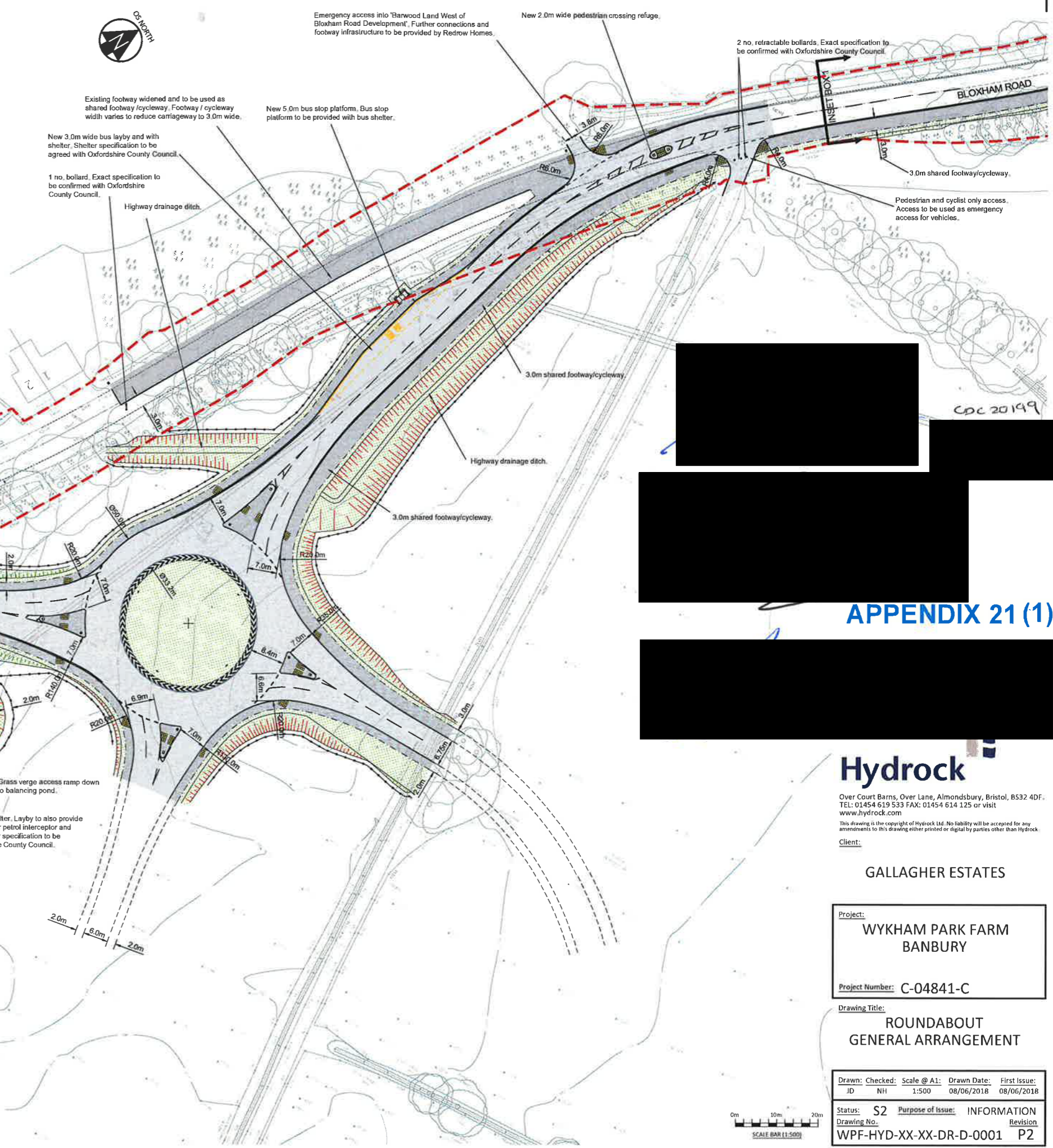
Version 3 – 170804



INSET BOX 1
SCALE = 1:500



Chief Legal Officer/Designated Officer



APPENDIX 21 (1)

- Notes:**
1. Topographical survey background taken from Green Hatch Group drawing number 17711 OGL rev 1.
 2. All works shall be carried out to local authority standards for adoptable roads.
 3. The design speed for Bloxham Road has been assumed as 30mph (50kph).
 4. Roundabout geometric design is based on DMRB TD 18/07 Geometric Design of Roundabouts.
 5. Design based on planning drawing A_005 revision B undertaken by Jubb.

Legend	
	Extent of Oxfordshire County Council.
	New precast concrete kerb.
	New precast concrete edging.
	New timber post and four rail fence 1.4m high.
	Tactile paving flags, 400 x 400mm coloured buff.
	New footway/cycleway as annotated.
	New carriageway.
	Grass seeded area.
	Cut embankment.
	Fill embankment.

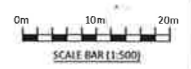
Hydrock
Over Court Barns, Over Lane, Almondsbury, Bristol, BS32 4DF.
TEL: 01454 619 533 FAX: 01454 614 125 or visit www.hydrock.com
This drawing is the copyright of Hydrock Ltd. No liability will be accepted for any amendments to this drawing either printed or digital by parties other than Hydrock.
Client:

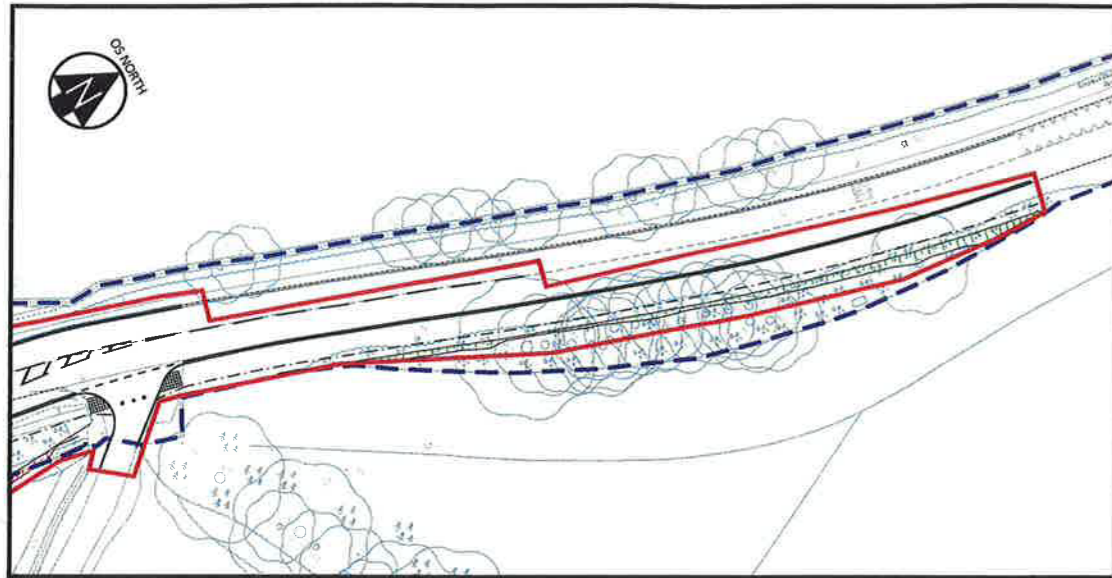
GALLAGHER ESTATES

Project:
**WYKHAM PARK FARM
BANBURY**
Project Number: C-04841-C

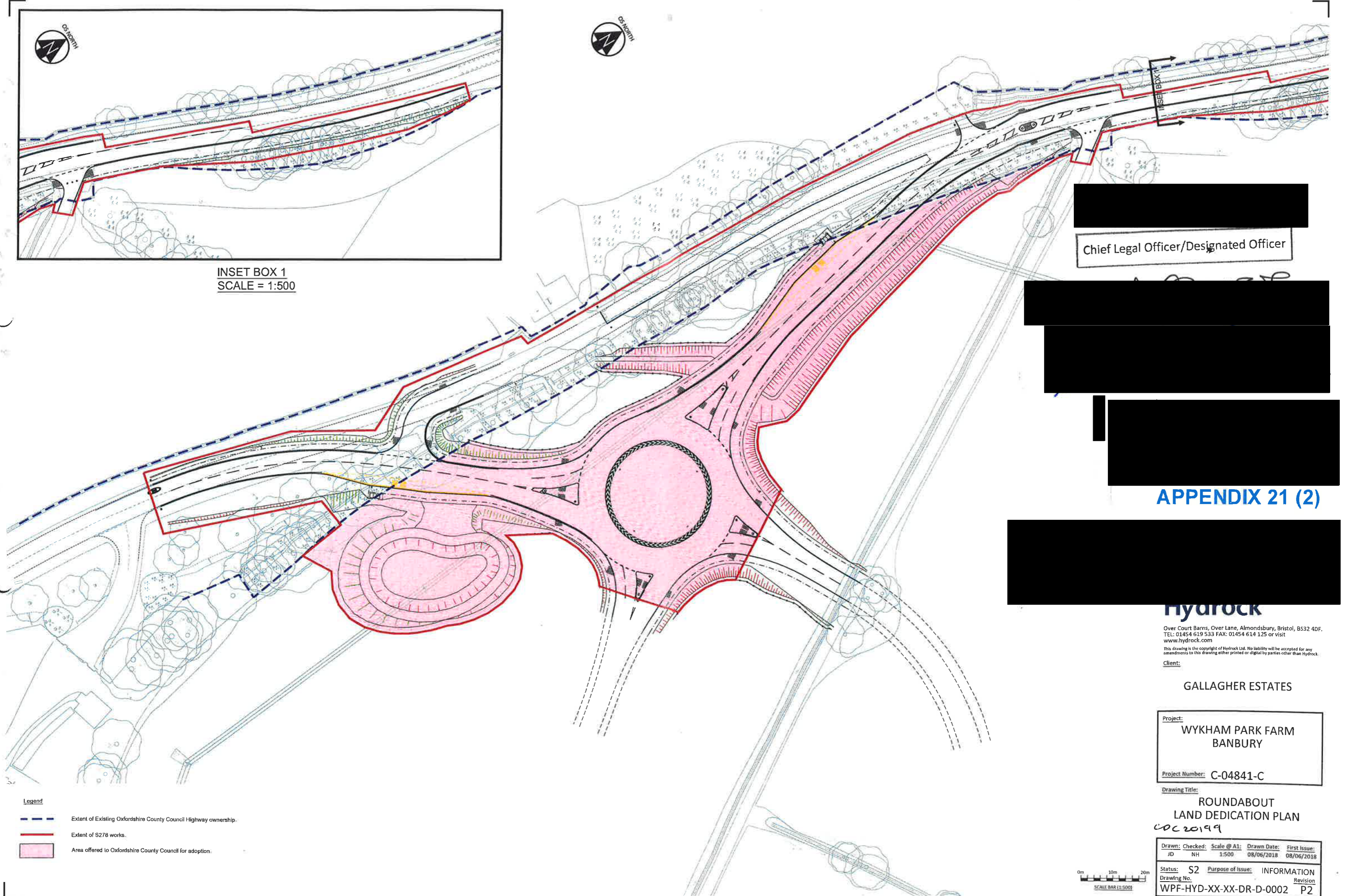
Drawing Title:
**ROUNDAABOUT
GENERAL ARRANGEMENT**

Drawn: JD	Checked: NH	Scale @ A1: 1:500	Drawn Date: 08/06/2018	First Issue: 08/06/2018
Status: S2	Purpose of Issue: INFORMATION			
Drawing No.: WPF-HYD-XX-XX-DR-D-0001	Revision: P2			





INSET BOX 1
SCALE = 1:500



- Legend**
- - - Extent of Existing Oxfordshire County Council Highway ownership.
 - Extent of S278 works.
 - Area offered to Oxfordshire County Council for adoption.

[Redacted]
Chief Legal Officer/Designated Officer

[Redacted]

[Redacted]

APPENDIX 21 (2)

[Redacted]

Hydrock

Over Court Barns, Over Lane, Almondsbury, Bristol, BS32 4DF.
TEL: 01454 619 533 FAX: 01454 614 125 or visit
www.hydrock.com

This drawing is the copyright of Hydrock Ltd. No liability will be accepted for any amendments to this drawing either printed or digital by parties other than Hydrock.

Client:

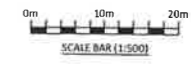
GALLAGHER ESTATES

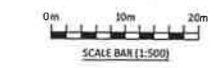
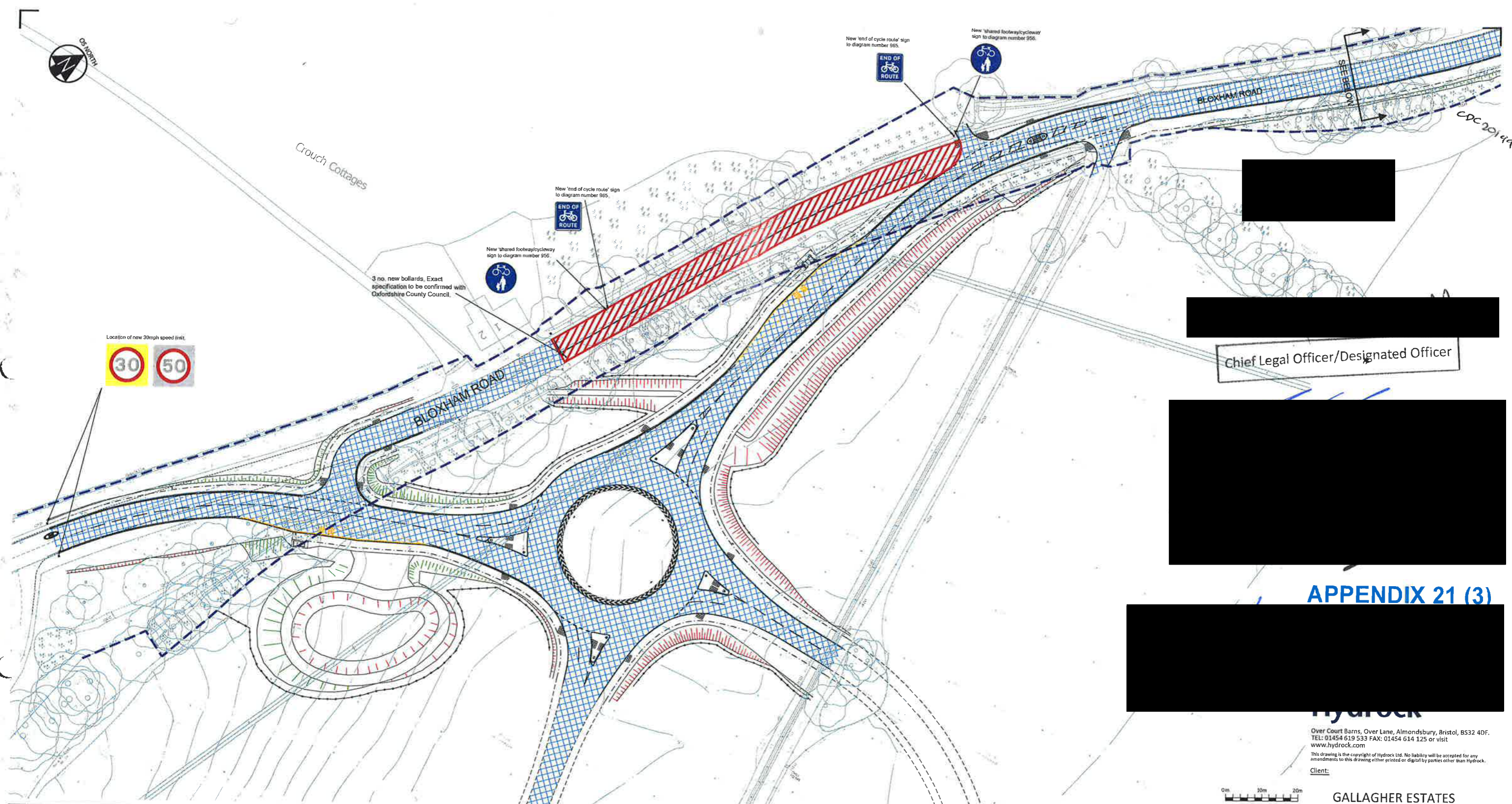
Project:
**WYKHAM PARK FARM
BANBURY**

Project Number: C-04841-C

Drawing Title:
**ROUNDBOUT
LAND DEDICATION PLAN**
COC 20199

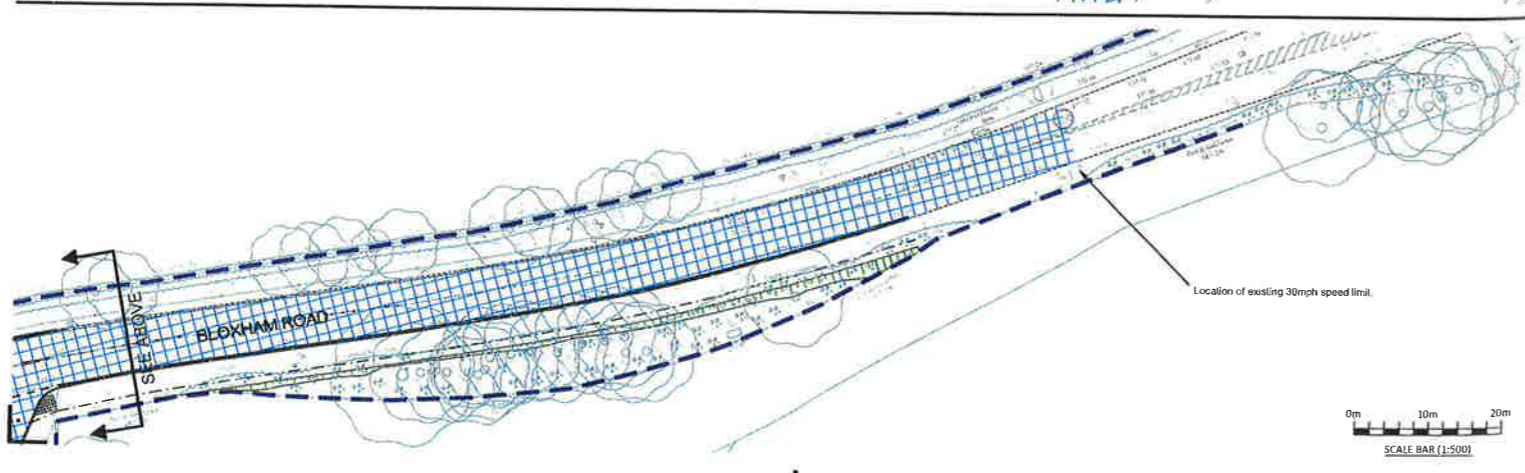
Drawn: JD	Checked: NH	Scale @ A1: 1:500	Drawn Date: 08/06/2018	First Issue: 08/06/2018
Status: S2	Purpose of Issue: INFORMATION			
Drawing No. WPF-HYD-XX-XX-DR-D-0002	Revision P2			





Hydrock
 Over Court Barns, Over Lane, Almondsbury, Bristol, BS32 4DF.
 TEL: 01454 619 533 FAX: 01454 614 125 or visit
 www.hydrock.com
 This drawing is the copyright of Hydrock Ltd. No liability will be accepted for any
 amendments to this drawing either printed or digital by parties other than Hydrock.
 Client:

GALLAGHER ESTATES



- Legend**
- Extent of Existing Oxfordshire County Council Highway ownership.
 - Section of existing carriageway to be downgraded to pedestrian / cycle route and prohibition of any motor vehicles.
 - Extents of new 30mph speed limit (existing 50mph speed limit on A361 to be revoked).

Project:			
WYKHAM PARK FARM BANBURY			
Project Number: C-04841-C			
Drawing Title:			
ROUNDBOUT TRO PLAN			
Drawn: JD	Checked: NH	Scale @ A1: 1:500	Drawn Date: 08/06/2018
		First Issue: 08/06/2018	
Status: S2	Purpose of Issue: INFORMATION		
Drawing No.: WPF-HYD-XX-XX-DR-D-0003	Revision: P2		

Owners contained in the [*Eleventh/Twelfth/insert/adjust as appropriate*] Schedule of the Agreement (and Parts 2 of the Twentieth Schedule in relation to the Primary School Site whether running with the land or of a personal or collateral nature and in accordance with the terms and conditions of the Agreement)

3. The provisions of clauses 11 (Waiver), 12 (No Fetter) and 17 (Jurisdiction) of the Agreement apply to this Deed as if they were set out in full in this Deed and any references therein to "this Agreement" or similar were references to this Deed and any references to 'the Owners' for references to the Buyer

IN WITNESS etc



GALLAGHER
ESTATES | Part of the
 L&O Group

Gallagher House, Gallagher Way, Warwick CV34 6AF
 e: mail@gallagherestates.com
 w: www.gallagherestates.com
 t: 01926 339339

PROJECT: BAN17 - Wykham Park Farm
 TITLE: Primary School Option Land Trans

SCALE: 1:1250 @A3	DATE: 29/03/2018	DRAWN: SC
STATUS: DRAFT	DRAWING NO.: 8686-017	REVISION:

APPENDIX 23

Option Land
 Primary
 Land Trans

Chief Legal Officer Designated Officer

REV	DATE	DESCRIPTION
1	03/11/11	YJY

Any discrepancies must be reported to the author of this drawing. No liability is accepted for any errors or omissions. All rights reserved. © 2011 Gallagher & Partners Ltd.

**APPENDIX 1
OPTION NOTICE**

To: [OWNER[OWNER]/ SUCCESSOR IN TITLE] at:
[ADDRESS]

for the attention of [NAME/POSITION]
[SUCH OTHER ADDRESS FOR THE ATTENTION OF SUCH OTHER PERSON, AS
WAS LAST NOTIFIED IN WRITING BY THE OWNER [OWNER]/ SUCCESSOR IN
TITLE]

[BY HAND]

[BY PRE-PAID FIRST CLASS POST]

[BY SPECIFY OTHER NEXT WORKING DAY DELIVERY SERVICE]

DATE

**Land at east of Bloxham Road and South of Salt Way, Bodicote, Banbury
Primary School Option Land**

This notice is given further to an option (defined as the Option in the Agreement) comprised in Schedule [] to an agreement ("the Agreement") relating to land at east of Bloxham Road and South of Salt Way, Bodicote, Banbury, Oxfordshire pursuant to inter alia Section 106 of the Town and Country Planning Act 1990 dated [] and made between Cherwell District Council (1) Oxfordshire County Council (2) John Henry Colegrave (3) Patricia Joan Colegrave & John Henry Colegrave (4) and Gallagher Estates Limited (5)

Oxfordshire County Council gives [*name of Owners*] notice of the exercise of the Option as defined in the Agreement to transfer the Option Land (as defined in the Sixteenth Schedule) to the Agreement) on the terms set out in the Agreement.

SIGNED on behalf of
OXFORDSHIRE COUNTY COUNCIL.....
by its Authorised Officer

Designated Officer